112-183

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1881.

No. ~~322~~. 32

SCOTLAND COUNTY, PLAINTIFF IN ERROR,

vs.

WILLIAM HILL.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

FILED OCTOBER 3, 1881.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1883.

No. 322.

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vs.

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1 UNITED STATES OF AMERICA, *ss.*

The President of the United States to the honorable the judge of the circuit court of the United States for the eastern district of Missouri, Greeting:

Because, in the record and proceedings, as also in the rendition of the judgment, of a plea which is in the said circuit court, before you, at the March term, 1880, thereof, between William Hill, plaintiff, and Scotland County, defendant, a manifest error hath happened, to the great damage of the said defendant, as by its complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid, in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States of America, together with this writ, so that you have the same at Washington, D. C., on the second Monday of October next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid, being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 24th day of March, in the year of our Lord one thousand eight hundred and eighty-one.

Issued at office, in the city of St. Louis, with the seal of the circuit court of the United States for the eastern district of Missouri, dated as aforesaid.

[SEAL.] M. M. PRICE,
Clerk Circuit Court United States, Eastern District of Missouri,
By A. P. SELBY, *Deputy.*

Allowed by—
SAMUEL TREAT, *Judge.*

1½ *Return to Writ.*

UNITED STATES OF AMERICA, }
Eastern District of Missouri, } *ss:*

In obedience to the command of the within writ, I herewith transmit to the Supreme Court of the United States a duly certified transcript of the *the* record and proceedings in the within-entitled case, with all things concerning the same.

In witness whereof I hereto subscribe my name and affix the seal of said circuit court, at office, in the city of St. Louis, this 20th day of September, A. D. 1881.

[SEAL.] M. M. PRICE,
Clerk of said Court.
By A. P. SELBY, *Deputy Clerk.*

Endorsed: No. 1287. United States circuit court, eastern district of Missouri. Wm. Hill *vs.* Scotland County. Writ of error, to the

circuit court of the United States, E. D. of Missouri. Returned and filed —— day of ——, 187—. ——, clerk.

2 The United States of America to William Hill, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States of America, to be holden at Washington, D. C., on the second Monday of October next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States for the eastern district of Missouri, wherein Scotland county is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Samuel Treat, judge of the circuit court of the United States for the eastern district of Missouri, this 24th day of March, in the year of our Lord one thousand eight hundred and eighty-one.

SAMUEL TREAT,
Judge United States Court Eastern District of Missouri.

2½ Service of the within citation waived.

A. J. BAKER,
F. T. HUGHES,
April 15th, 1881. *Att'y for Def't in E.*

Endorsed: 1287. United States circuit court eastern district of Missouri. Wm. Hill *vs.* Scotland County. Citation. Filed April 15, 1881. M. M. Price, clerk.

3 UNITED STATES OF AMERICA, *Eastern District of Missouri:*

In the Circuit Court of the United States in and for said District.

Be it remembered that on the 4th day of January, A. D. 1878, there was filed in the office of the clerk of the circuit court of the United States in and for the eastern district of Missouri a certain petition, in words and figures following, to wit:

Petition.

In the Circuit Court of the United States for the Eastern District of Missouri.

WILLIAM HILL, Plaintiff,
vs.
THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.

The plaintiff states that he is a resident and a citizen of the State of Illinois, and that the defendant is an organized county of the State of Missouri, and a citizen of said State.

Plaintiff further states that he is the holder and owner of third (3d) maturing coupon, herewith filed, detached from bond
4 numbered 5, for one thousand dollars.

That said bond was issued by the said county of Scotland and delivered to the Missouri, Iowa and Nebraska Railway Com-

pany in payment for stock, which the said county had subscribed to the said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York.

That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, A. D. 1873, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for the payment of said coupon, nor has the defendant now, or at any time, had any money in the bank of the said Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

5 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 31, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 177, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 164, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for

the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 165, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

6 And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 166, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 90, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for pay-

ment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 92, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 4, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

7 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 167, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff

therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 30, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 163, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 6, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

8 And for further cause of action, the plaintiff says that he

is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 29, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 198, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 197, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 196, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered

to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

9 And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 100, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 13st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 15, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 14, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers'

Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 13, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

10 And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 199, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 200, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid.

Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 7, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 8, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

11 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 9, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and

Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 99, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 191, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 192, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

12 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 193, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 194, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 195, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 1, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

13 And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 117, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 116, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 145, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 3, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

14 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 2, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 176, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 175, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 174, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

15 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 173, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any

time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 16, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 17, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 18, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

16 And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 63, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 13st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 64, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 65, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 66, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

17 And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 67, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 68, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 69, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 70, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

18 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 75, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 81, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 82, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 97, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

19 And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 98, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it

at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 87, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 188, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 189, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

20 And for further cause of action the plaintiff says, that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond numbered 190, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 5, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 31, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 177, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

21 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 165, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 166, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 90, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 92, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

22 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 30, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 4, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 163, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 167, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

23 And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 6, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 29, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 200, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 199, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

24 And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 198, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 197, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 196, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 100, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

25 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 14, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 15, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 13, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 7, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

26 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 8, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 9, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 99, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 191, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

27 And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 192, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any

time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 193, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 194, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 195, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

28 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 1, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 86, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 147, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 146, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

29 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 145, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 3, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 2, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 175, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 176, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 174, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due

December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 173, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 16, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

31 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 17, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it

at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 18, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 63, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 64, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

32 And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 65, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 66, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 67, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 68, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

33 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 69, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 70, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 75, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 81, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

34 And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 82, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 97, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 98, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 187, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

35 And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 188, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has

it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 189, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 190, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 4th maturing coupon, herewith filed, detached from bond numbered 164, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1874, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore de-

mands judgment for the amount of said coupon and interest from maturity.

36 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 176, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 175, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 174, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the

holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 173, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

37 And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 5, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 31, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 177, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered

to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 164, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

38 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 165, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 166, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan

and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 92, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 90, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

39 And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 4, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and un-

paid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 167, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 163, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 30, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Com-

pany, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

40 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 29, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 6, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the Bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 200, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 199, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

41 And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 198, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 197, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 196, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 100, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

42 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 15, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 14, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 13, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 7, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

43 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 8, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due

December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 9, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 99, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 191, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

44 And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 192, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 193, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 194, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 195, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

45 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 147, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 146, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 145, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 3, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

46 And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 2, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 16, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway com-

pany, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 17, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 18, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

47 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 63, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st,

1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 64, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 65, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 66, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

48 And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 67, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 68, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 69, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore de-

mands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 70, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

49 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 75, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 81, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the

holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 82, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 97, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

60 And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 98, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 187, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered

to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 188, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond numbered 189, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

51 And for further cause of action the plaintiff says that he is the holder and owner of the 5th maturing coupon, herewith filed, detached from bond number 190, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan

and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1875, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 176, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 175, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 174, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and un-

paid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

52 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 173, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond, numbered 5, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 31, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Com-

pany, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 177, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

53 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 164, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 165, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 92, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 166, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

54 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 90, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 4, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 167, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 163, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

55 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 6, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said

railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 30, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 29, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 199, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

56 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 198, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 197, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 196, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 100, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

57 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 14, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 13, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 200, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 15, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

58 And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 7, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 8, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 9, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 99, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

59 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 191, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said

railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 192, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 193, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 194, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

60 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 195, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 147, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 146, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 145, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

61 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 3, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 2, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore de-

mands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 16, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 17, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

62 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 18, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the

holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 63, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 64, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 65, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

63 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 66, for one thousand dollars. That said bond was issued by the said county of Scotland,

and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 67, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 68, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 69, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan

and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

64 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 70, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 75, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 81, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid.

Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 82, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

65 And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 97, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 98, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust

Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 187, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 188, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

66 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 189, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 190, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 106, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 105, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

67 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 104, for one thousand dollars.

That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 103, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 102, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 101, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

68 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 156, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed detached from bond numbered 155, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 154, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 153, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

69 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 34, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 33, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 32, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 176, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

70 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 175, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 174, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 173, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 5, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

71 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 31, for one thousand dol-

lars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 177, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 164, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 165, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

72 And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 159, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 158, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 134, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due

December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 133, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

73 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 89, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 84, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 77, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 76, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

74 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 166, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore de-

mands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 92, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 90, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 4, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

75 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 88, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 80, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 79, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 78, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

76 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 38, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 12, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 11, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 10, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

77 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 162, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 161, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 160, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 137, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

78 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 136, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any

time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 135, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 167, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 163, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

79 And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 29, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 30, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 25, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 26, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

80 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 27, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 36, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 37, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 44, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

81 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 45, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 71, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1877, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 46, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 35, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

82 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 6, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor

has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 16, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 17, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 18, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

83 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 40, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 39, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 56, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 57, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

84 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 63, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 64, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 65, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway com-

pany, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 66, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

85 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 67, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 68, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 69, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 70, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

86 And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 75, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 81, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 82, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 93, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore de

mands judgment for the amount of said coupon, and interest from maturity.

87 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 85, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 97, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 98, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the

holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 141, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

88 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 140, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 139, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 138, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered

to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 178, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

89 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 142, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 179, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan

and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 147, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 188, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

90 And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 189, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due

and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 190, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 50, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 51, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Com-

pany, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

91 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 52, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 95, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 96, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 107, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

92 And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 108, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 185, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 186, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 7th maturing coupon, herewith filed, detached from bond numbered 157, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1877, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

93 Whereupon plaintiff demands judgment for the whole amount of the said several coupons herewith filed, with interest from the said several dates of their maturity, and for costs.

A. J. BAKER AND
F. T. HUGHES,
Att'ys for Plaintiff.

And afterwards, to wit, on the 20th day of March, A. D. 1878, the following further proceedings appear of record, to wit:

WILLIAM HILL, Plaintiff, *vs.* SCOTLAND COUNTY, Defendant.

Now comes the defendant by Waldo P. Johnson, Esquire, its attorney, and files answer to petition.

Which said answer to petition is in words and figures following, to wit:

Answer to Petition.

In the Circuit Court of the United States for the Eastern District of Missouri.

WILLIAM HILL, Pl'ff,
vs.
THE COUNTY OF SCOTLAND, in the State of Missouri, Def't.

94 Now, at this day, comes ———, by her attorney, and de-

nies each and every allegation in the petition of plaintiff filed in this cause, and requires that proof; and having fully answered, prays the case may be dismissed, with costs.

WALDO P. JOHNSON,
Att'y for Def't.

And afterwards, to wit, on Sept. 27, 1878, the following further proceedings appear of record, to wit:

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1153.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

Order of Consolidation.

By consent it is ordered that the cases be consolidated; that the plaintiff have leave until February 1st, 1879, to file amended petition, and put in suit additional coupons, and that the entire number of coupons embraced in said petition may be put in two counts, and that the defendant have leave to file answer on or before
95 the first day of the next term; and thereupon it is ordered that said case be continued until the next term of this court.

96 UNITED STATES OF AMERICA,
Eastern District of Missouri, } *ss:*

In the Circuit Court of the United States, in and for said Eastern District of Missouri.

Be it remembered, that on the sixth day of August, A. D. 1878, there was filed in the office of the clerk of the circuit court of the United States, in and for the eastern district of Missouri, a certain petition, in words and figures following, to wit:

Petition.

In the Circuit Court of the United States for the Eastern District of the State of Missouri. Sept. Term, 1878.

WILLIAM HILL, Plaintiff,
against
THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.

97 The plaintiff says that he is a resident and citizen of the State of Illinois, and that the defendant is an organized county and citizen of the State of Missouri, within the eastern district of the United States circuit court for said State of Missouri. And for his cause of action the plaintiff states that he is the holder and owner of the sixth (6th) maturing coupon, herewith filed, detached from bond No. 59, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said

county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Co., New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

98 And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 122, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 120, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 119, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due

December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 121, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

99 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 118, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 62, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 58, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 21, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

100 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 60, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 19, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 61, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 148, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

101 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 87, for one thousand dol-

lars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 72, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 74, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 73, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

102 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 151, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 152, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 150, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 149, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

103 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 105, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 104, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 103, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 102, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

101 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 101, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 106, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 159, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 134, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

105 And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 158, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 89, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 133, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 77, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway

company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

106 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 84, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 76, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 108, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 107, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

107 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 95, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 96, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 50, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 186, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

108 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 51, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 52, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 185, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 133, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 187–, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

109 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 155, for one thousand

dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 156, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 154, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 33, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

110 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 32, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 157, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 34, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 12, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

111 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 11, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 38, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 79, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 78, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

112 And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 80, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 88, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 136, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 135, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

113 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bondnumbered 137, for one thousand

dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 10, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 162, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 161, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to raid railway com-

pany under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

114 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 106, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 179, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid, Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 26, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due De-

cember 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 25, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

115 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 35, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, in New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 27, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time

had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 37, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 36, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

116 And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 42, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and and Trust Company, in New York, to pay said coupons. Plaintiff

therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 39, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 40, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action the plaintiff says, that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 140, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to paid said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

117 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 46, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 45, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 44, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 71, for one thousand dollars. That

said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

118 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 36, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 57, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 139, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway com-

pany, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 141, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

119 And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 138, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 85, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due

December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 118, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

And for further cause of action the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 93, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county had subscribed to said railway company, under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon, and interest from maturity.

120 And for further cause of action, the plaintiff says that he is the holder and owner of the 6th maturing coupon, herewith filed, detached from bond numbered 20, for one thousand dollars. That said bond was issued by the said county of Scotland, and delivered to the Missouri, Iowa & Nebraska Railway Company in payment for stock which the said county had subscribed to said railway company under authority of law, and is payable at the Farmers' Loan and Trust Company's Bank, New York. That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1876, and that the said coupon is now due and unpaid. Plaintiff says that the defendant has made no provision for payment of said coupon, nor has defendant now, nor has it

at any time had, any funds in the bank of the Farmers' Loan and Trust Company, in New York, to pay said coupon. Plaintiff therefore demands judgment for the amount of said coupon and interest from maturity.

121 Wherefore plaintiff prays judgment for the sum of seven thousand two hundred dollars, the entire amount of said several coupons, with interest from the said 31st day of December, A. D. 1876.

A. J. BAKER AND
F. T. HUGHES,
Att'ys for Plaintiff.

Endorsed on said petition is the following words and figures, to wit:

On behalf of Scotland County, I hereby waive the issue and service of writ in this case, and now enter the appearance of said county for the next term of said court.

WALDO P. JOHNSON,
Att'y for Scotland Co.

On August the 20th, 1878, the following appears of record in said cause, to wit:

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

Now comes the defendant, by Waldo P. Johnson, its attorney, and enters its appearance, and waives service of process herein.

122 And afterwards, to wit, 25th of Sept., 1878, the following further proceedings were had, and appear of record in said cause, to wit:

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

Now comes the defendant, by its attorney, Waldo P. Johnson, esquire, and files answer.

Which said answer is in words and figures to wit:

Answer of Def't.

In the Circuit Court of the United States for the Eastern District of Mo. Sept. Term, 1878.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } Civil action.

Now at this day comes the defendant, by attorney, and for answer to said petition, and to each count contained therein, denies each and every allegation made in said petition and each count thereof,

and denies that plaintiff is entitled to judgment against [——] for any sum whatever, on account of these matters and things
123 alleged in said petition and each count thereof, and having fully answered, prays to dismissed with costs.

WALDO P. JOHNSON,
Att'y for Defendant.

And afterwards, to wit, on the 27th day of September, A. D. 1878, the following further proceedings were had and appear of record in said cause, to wit:

Order of Consolidation.

WILLIAM HILL, Plaintiff, vs. SCOTLAND COUNTY, Defendant. } 1153.

WILLIAM HILL, Plaintiff, vs. SCOTLAND COUNTY, Defendant. } 1287.

By consent, it is ordered that the above cases be consolidated; that the plaintiff have leave until February 1st, 1879, to file amended petition and put in suit additional coupons, and that the entire number of coupons embraced in said petition may be put in two counts, and that defendant have leave to file answer on or before the first day of the next term. And, thereupon, it is ordered that said cases be continued until the next term of this court.

121 UNITED STATES OF AMERICA, *Eastern District of Missouri*, } *ss:*

In the Circuit Court of the United States, in and for said District.

WILLIAM HILL, Plaintiff, vs. SCOTLAND COUNTY, Defendant. } 1153.

WILLIAM HILL, Plaintiff, vs. SCOTLAND COUNTY, Defendant. } 1287.

Be it remembered that on September 27th, 1878, at the regular September term of the circuit court of the United States for the eastern district of Missouri, there was filed the following agreement of counsel in the above-entitled causes, to wit:

Agreement.

In the Circuit Court of the United States for the Eastern District of Missouri. September term, 1878.

WILLIAM HILL, Plaintiff, vs. SCOTLAND COUNTY, Def't. } 2 Cases, Nos. 1153 and 1287.

It is hereby agreed by and between William Hill, plaintiff, and

The County of Scotland, defendant, in two cases now pending
125 in the circuit court of the United States, at St. Louis, numbered 1153 and 1287, that the same be consolidated into one case, and that plaintiff have leave by first February next to file amended petition and put in additional coupons; and that the entire number of coupons embraced in said petition may be put in two counts, and that defendant have leave to file answer on the first day of the next April term of this court.

BAKER & HUGHES,
Att'ys for Plaintiff.
WALDO P. JOHNSON,
Att'y for Defendant.

And thereupon, on the same day, the following order was made, and appears of record, to wit:

Order of Consolidation.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1153.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

By consent, it is ordered that the above cases be consolidated; that the plaintiff have leave until February 1st, 1879, to file amended petition and put in suit additional coupons, and that the en-
126 tire number of coupons embraced in said petition may be put in two counts; and that defendant have leave to file answer on or before the first day of the next term; and thereupon it is ordered that said cases be continued until the next term of this court.

127 And afterwards, to wit, on the 29th day of January, A. D. 1879, the following amended and consolidated petition was filed for record, to wit:

Amended and Consolidated Petition.

In the Circuit Court of the United States for the Eastern District of Missouri. March Term, A. D. 1879.

WILLIAM HILL, Plaintiff,
vs.
THE COUNTY OF SCOTLAND, in State of Missouri, Defendant.

The above-named plaintiff, for his amended petition filed in pursuance of the agreement of the parties hereto now on file, states that he, said plaintiff, is a resident and citizen of the State of Illinois, and that the defendant is an organized county and citizen of the State of Missouri.

Plaintiff further states that he is the holder and owner of the third maturing coupon, herewith filed, detached from bond No. five (5), for one thousand dollars. That said bond was issued by

the said county of Scotland and delivered to the Missouri,
128 Iowa and Nebraska Railway Company, a corporation existing under the laws of the States of Missouri and Iowa, in payment for shares of stock which the said Scotland county had subscribed to said railway corporation under authority of law.

That said coupon is payable at the Farmers' Loan and Trust Company's Bank, in the city of New York.

That said coupon is for the sum of eighty dollars, dated September 1st, 1870, and due December 31st, 1873. That said coupon is now due and unpaid.

Plaintiff says that the defendant has made no provision for the payment of said coupon, nor has the defendant now, nor has it at any time had, any money in the bank of the said Farmers' Loan and Trust Company, in the city of New York, subject to the payment of said coupon.

Plaintiff therefore demands judgment for the amount of said coupon and interest thereon from maturity.

129 And for further cause of action the plaintiff says that he is the owner and holder of the following-described coupons, herewith filed, detached from the following bonds of said Scotland county, to wit:

The third maturing coupons detached from bonds numbered 31, 177, 164, 165, 166, 90, 92, 4, 167, 30, 163, 6, 29, 198, 197, 196, 100, 15, 14, 13, 199, 200, 7, 8, 9, 99, 191, 197, 193, 194, 195, 1, 117, 116, 145, 3, 2, 176, 175, 174, 173, 16, 17, 18, 63, 69, 65, 66, 67, 68, 69, 70, 75, 81, 82, 97, 98, 87, 188, 189, 190, 130, 129, 55, 53, 128, 54. Each of the said third maturing coupons are for eighty dollars, and are due December 31st, 1873.

Also the fourth maturing coupons from the following numbered bonds of said Scotland county, to wit: Bonds numbered 5, 31, 177, 165, 166, 90, 92, 30, 4, 163, 167, 6, 29, 200, 199, 198, 197, 196, 100, 14, 15, 13, 7, 8, 9, 99, 191, 192, 193, 194, 195, 1, 86, 147, 146, 145, 3, 2, 175, 176, 174, 173, 16, 17, 18, 63, 64, 65, 66, 67, 68, 69, 70, 75, 81, 82, 97, 98, 187, 188, 189, 190, 164. That all of said fourth maturing coupons fell due Dec. 31, 1874.

130 Also the following fifth maturing coupons from the bonds of said Scotland county, numbered as follows, to wit: 176, 175, 174, 173, 5, 31, 177, 164, 165, 166, 92, 90, 4, 167, 163, 30, 29, 6, 200, 199, 198, 197, 196, 100, 15, 14, 13, 7, 8, 9, 99, 191, 192, 193, 194, 195, 147, 146, 145, 3, 2, 16, 17, 18, 63, 64, 65, 66, 67, 68, 69, 70, 75, 81, 82, 97, 98, 187, 188, 189, 190.

Said fifth maturing coupons following due on the 31st day of December, 1875.

Also the following sixth maturing coupons, detached from the bonds of said Scotland county, to wit: 176, 175, 174, 173, 5, 31, 177, 164, 165, 92, 166, 90, 4, 167, 163, 6, 30, 29, 199, 198, 197, 196, 100, 14, 13, 200, 15, 7, 8, 9, 99, 191, 192, 193, 194, 195, 147, 146, 145, 3, 2, 16, 17, 18, 63, 64, 65, 66, 67, 68, 69, 70, 75, 81, 82, 97, 98, 187, 188, 189, 190, 59, 122, 120, 119, 121, 118, 62, 58, 21, 60, 19, 61, 148, 87, 72, 74, 73, 151, 152, 150, 149, 105, 104, 103, 102, 101, 106, 159, 134, 158, 89, 133, 77, 84, 76, 108, 107, 95, 96, 50, 186, 51,

52, 185, 153, 155, 156, 154, 33, 32, 157, 34, 12, 11, 38, 79, 78, 80, 88, 136, 135, 137, 10, 162, 161, 160, 179, 26, 25, 35, 27, 37, 36, 42, 39, 40, 140, 46, 45, 44, 71, 36, 57, 139, 141, 138, 85, 118, 98, 20.

131 All of which said sixth maturing coupons fell due on the 31st day of December, 1876.

Also the following seventh maturing coupons, detached from said Scotland county bonds, and numbered as follows, to wit: 106, 105, 104, 103, 102, 101, 156, 155, 154, 153, 34, 33, 32, 176, 175, 174, 173, 5, 31, 177, 164, 165, 159, 158, 134, 133, 89, 84, 77, 76, 166, 92, 90, 4, 88, 80, 79, 78, 38, 12, 11, 10, 162, 161, 160, 137, 136, 135, 167, 163, 29, 30, 25, 26, 27, 36, 37, 44, 45, 71, 46, 35, 6, 16, 17, 18, 40, 39, 56, 57, 63, 64, 65, 66, 67, 68, 69, 70, 75, 81, 82, 93, 85, 97, 98, 141, 140, 139, 178, 142, 179, 187, 188, 189, 190, 50, 51, 52, 95, 96, 107, 108, 185, 186, 157, 72, 73, 74, 87, 148, 149, 150, 151, 152. All of which said seventh maturing coupons matured on the 31st day of December, 1877.

Also the following second maturing coupons, detached from said Scotland county bonds, numbered as follows, to wit: 53, 54, 55, which said second maturings fell due on the 31st day of December, 1872.

Also the following eighth maturing coupons, detached
132 from said Scotland county bonds and numbered as follows, to wit: 106, 65, 153, 10, 4, 12, 78, 88, 80, 79, 164, 31, 133, 173, 176, 175, 174, 56, 103, 40, 39, 18, 17, 16, 105, 104, 102, 101, 97, 57, 85, 93, 82, 81, 75, 69, 70, 68, 178, 179, 187, 188, 190, 189, 142, 141, 138, 98, 67, 139, 140, 66, 63, 64, 165, 5, 177, 134, 158, 159, 77, 76, 89, 84, 34, 155, 157, 32, 156, 33, 154, 90, 38, 92, 136, 137, 160, 162, 11, 135, 161, 166, 26, 25, 6, 37, 36, 35, 30, 29, 27, 163, 167, 44, 45, 71, 46. All of the above eighth maturing coupons were due on the 31st day of Dec., A. D. 1878.

Plaintiff says that all the above and foregoing coupons are due and unpaid; that the bonds from which said coupons are detached were issued by the said county of Scotland, and delivered to the said Missouri & Nebraska Railway Company in payment for stock which the said county has subscribed to said railway corporation, under authority of law, and are payable at the Farmers' Loan and Trust Company's, in the city of New York. That each of said coupons are for the sum of eighty dollars.

133 Plaintiff says that the defendant has made no provision for payment of said coupons, nor has defendant now, nor has it at any time, had any funds in the bank of the said Farmers' Loan and Trust Company to pay said coupons.

Plaintiff therefore demands judgment for the amount of said coupons, to wit, in the sum of forty-four thousand five hundred and sixty dollars, and interest from the maturity of the said several coupons at six per centum per annum, and for costs.

BAKER & DRAKE AND
F. T. HUGHES,
For Plaintiff.

134 And afterwards, to wit, on March 24, 1879, the following

demurrer to answer to amended petition was filed for record in this cause, to wit:

Dem'r to Ans. to Am'd Pet.

In the Circuit Court of the United States for the Eastern District of Missouri. March Term, 1879.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } Demurrer to answer.

Comes now the plaintiff and demurs to all that part of defendant's answer from and after the words, "And for further answer," on the second page of said answer as originally filed, for the following cause of objection, to wit: said part of said answer does not state facts sufficient to constitute a defense to plaintiff's petition.

BAKER & DRAKE AND
F. T. HUGHES,
Att'ys for Plaintiff.

135 And afterwards, to wit, on March 27, 1879, the following further proceedings were had, to wit:

Record. Answer to Amended Petition Filed. Answer to Demurrer Filed. Stipulation Waiving Jury Filed.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

Now comes the defendant, by attorney, and by leave of court files its answer to the amended petition, to which answer plaintiff refiles his demurrer; and thereupon said parties file a stipulation waiving a jury herein.

Which stipulation is in words and figures as following, to wit:

Stipulation.

In the Circuit Court of the United States for Eastern District of Missouri. March Term, 1879.

WILLIAM HILL,
vs.
SCOTLAND COUNTY. } No. 1287.

In the above cause parties agree to waive trial by jury.

C. J. BAKER, *for Plaintiff.*
WALDO P. JOHNSON,
Att'y for Def't.

136 Which said answer to amended petition is as follows, to wit:

Answer to Amended Petition.

In the Circuit Court of the United States for the Eastern District of Mo. March Term, A. D. 1879.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } Civil action.

1st Plea—

Defendant, by attorney, comes, and for answer to the first and all other counts in the petition of plaintiff, filed in the above-entitled cause, says it is not true, and denies that plaintiff is the owner and holder of any or all the coupons mentioned and described in the several counts of the petition of plaintiff, and requires proof thereof.

Defendant, farther answering, says it is not true, and denies that the said coupons or any one of them, or the bond or bonds from which it is alleged in said petition that said coupons were detached, as set forth and described in said petition, or any of the counts thereof, were issued and delivered by the defendant to the
137 Missouri, Iowa & Nebraska Railway Company, in payment for stock which the said county of Scotland, in its corporate capacity, had subscribed to said Missouri, Iowa & Nebraska Railway Company by or under the authority of any law of the State of Missouri. Defendant says it is not true, and denies that any such subscription of stock was ever made by Scotland county, as averred in said petition, and in the many counts thereof, and denies that there was any authority under the constitution and laws of Missouri to make any such subscription.

2d Plea—

And for further answer to said petition, and the several counts thereof, this defendant says that the Missouri, Iowa & Nebraska Railway Company was organized on or about the — day of May, 1870, by virtue of articles of consolidation entered into at that date between the Iowa Southern Railroad Company, a company incorporated by the laws of the State of Iowa, and the Alexandria and Nebraska City Railroad Company, a company incorported by the laws of the State of Missouri, which articles of consolidation
138 were filed in the office of the Secretary of the State of Missouri, on the — day of May, 1870. That after that time, without any vote of the qualified voters of Scotland county being had thereon, and in violation of the constitution and laws of the State of Missouri, certain persons claiming to be the justices of the county court of Scotland county, did make what purported to be an agreement on behalf of the county of Scotland with the said Missouri, Iowa & Nebraska Railway Company to subscribe for two hundred thousand dollars of the capital stock of the said company, and did issue in the name of said county two hundred bonds, of the amount of one thousand dollars each, with coupons thereto attached for the payment of interest on said bonds, a portion of which are the same coupons sued on and mentioned in the several counts of the

petition filed in this cause; but defendant says that neither the said county of Scotland, by any of its officers or otherwise, nor did the said persons claiming to act for said county, and who issued and delivered said bonds, ever subscribe for any of the stock of said railroad company, nor was the matter of said subscription
139 or of said pretended argument to subscribe ever submitted to a vote of the qualified voters of said county of Scotland, nor was such vote ever taken, nor was the assent of two-thirds of the qualified voters of said county ever given to said subscription; and defendant alleges that, for want of the authority of the constitution and laws of Missouri to make such pretended agreement, and to issue said bonds and coupons, the same are absolutely void, and the defendant is not bound to pay the same or any part thereof.

3d Plea—

And for a further answer to said petition, and to each and every count thereof, the defendant says that the pretended agreement was made, and said bonds and coupons were issued, in violation of an act approved March 25d, 1861, entitled, "An act supplemental to an act entitled an act to authorize the formation of railroad associations and to regulate the same, approved December 13, 1855," which made it unlawful for the county court of any county to subscribe to the capital stock of any railroad company, unless the same had been voted for by a majority of the resident voters, who
140 should vote at such election under the provisions of said act.

4th Plea—

This defendant, for a further answer to the said petition and the different counts thereof, says that it admits that on or before the 1st day of September, 1871, certain persons, without authority of law, but claiming and pretending to act as presiding justice of the county court of Scotland county and as clerk of said court, did execute and deliver to one Charles Metz certain paper writings, purporting to be bonds and coupons, and also purporting to be the bonds of said Scotland county aforesaid, and purporting to be issued to or for the use of the Missouri, Iowa and Nebraska Railway Company, all of which acts defendant alleges were without authority of law and void; but this defendant alleges that on the 11th day of September, 1871, Levi J. Wagner and other citizens and tax-payers of said Scotland county, as plaintiff, instituted a suit or proceeding in the circuit court of Scotland county, in the State of Missouri, against said Charles Metz, (in whose hands certain bonds and coupons had been placed,) William Dawson, David B. Cooper, and James E. Marquis, justices of the county court of Scotland county aforesaid, James S. Fullerton and the Missouri, Iowa and Nebraska
141 Railway Company, as defendants. The object of said suit or proceeding was to enjoin and restrain said Charles Metz from delivering said bonds and coupons to said Missouri, Iowa and Nebraska Railway Company, to prevent the sale and delivery of said bonds to outside parties, to have said bonds declared null and void, and to have the same delivered into court and cancelled and de-

stroyed; all of said bonds and coupons, at the time of the commencement of said suit, being in the hands of said Charles Mety, one of the defendants to said suit, including the coupons sued on in this case.

This defendant further alleges that after the commencement of said suit in the circuit court of Scotland county aforesaid, and after all the defendants had been served with process, or voluntarily appeared in court and filed answers to the petition filed in said cause, a change of venue was awarded in said cause from the county of Scotland to the circuit court of the county of Shelby, in the State of Missouri, and the plaintiffs having filed an amended petition, and the defendants having filed answer thereto, the defendants asked and obtained leave to withdraw their answer to the amended petition of plaintiff, which was done; thereupon the defendant, the Missouri, Iowa
142 & Nebraska Railway Company filed their demurrer to the amended petition of plaintiff, and the same coming on to be heard was by the court overruled, and the other defendants having failed to answer or demur to said amended petition, the petition was taken as confessed as to them and the defendant, the Missouri, Iowa & Nebraska Railway Company; having declined to make further answer, but electing to stand on the demurrer, final judgment was rendered in the cause, and it was by the court considered, ordered, and adjudged, and decreed that Charles Mety be restrained and enjoined from delivering to the Missouri, Iowa & Nebraska Railway Company, or to any other persons for said company, the bonds of Scotland county described in plaintiff's petition or any of said bonds; and its was further ordered and adjudged and decreed that said Charles Mety produce any and all of said county bonds now in his possession before that court on the first day of May term, A. D. 1875, of said court, that the same might be cancelled; and it was further considered, adjudged, and decreed that the defendant, the Missouri, Iowa & Nebraska Railway Company,
143 be restrained and enjoined from recovering from said Charles Mety or from any other person or persons acting as agents for said county of Scotland, the bonds in the petition described, or any of said bonds; and it was further considered, adjudged, and decreed by the court that all the bonds in the petition described were void, by reason of the want of legal authority in the county court of Scotland county to subscribe to the capital stock of said Missouri, Iowa & Nebraska Railway Company, and to issue said bonds in payment therefor; and it was further ordered, adjudged, and decreed that said Missouri, Iowa & Nebraska Railway Company cause all of said bonds in the petition described, and now in the possession of said company, its servants, employés, agents, or attorneys, to be produced before said court on the first day of the May term thereof, 1875; and it was further considered by the court that the plaintiff do have and recover of the defendant, the Missouri, Iowa & Nebraska Railway Company, the costs of said suit. One of the defendants, to wit, the Missouri, Iowa & Nebraska Railway Company, moved
144 the court to set aside the finding and judgment of the court

in said cause and grant defendant a new trial, which said motion was, by the court, overruled and new trial refused. The final judgment in favor of plaintiffs and against defendants, as above recited, standing as the final judgment in said cause in full force, and unreversed, rendered by a court of competent jurisdiction, of all the matters and things involved in the suit, which said suit was, by defendants, taken by appeal to the supreme court of the State of Missouri, and the decision of said circuit court affirmed and made final by the decision of said supreme court. And the defendant further alleges and charges the fact to be that said bonds have never been put into circulation, but that the said Missouri, Iowa & Nebraska Railway Company have never disposed of, or parted with, whatever claims or interest they may have had or pretended to have had in or to said bonds and coupons, but that said plaintiff now has possession of said bonds and coupons, (not for his own use or benefit,) but in trust for the benefit of said Missouri,
Iowa & Nebraska Railway Company, and is not entitled to
145 claim the rights of an innocent holder for value, and ought not to have judgment for the same. Defendant further alleges and charges the fact to be that whatever claim the plaintiff in this case may have, (if any,) or pretend to have, to the coupons described in the petition in this case, was obtained after the commencement and during the pendency of the aforesaid suit, wherein the said Levi J. Wagner and others were plaintiffs and Charles Mety and others were defendants, and with full notice thereof. That pl'ff is not an innocent purchaser for value of said coupons, and that said bonds and coupons in the hands of said plaintiff are void. The defendant is not bound to pay the same, and that plaintiff is not entitled to judgment for any sum whatever against this defendant on account of the matters and things alleged in said petition.

Defendant having fully answered, prays to be dismissed, with his reasonable costs.

WALDO P. JOHNSON,
Att'y for Def't.

146 And afterwards, to wit, on the 9th day of April, A. D. 1879, the following further proceedings were had and appear of record, to wit:

Reformed Dem'r filed, Dem'r sust'd, Replication filed.

WILLIAM HILL, Plaintiff,
vs. } 1287.
SCOTLAND COUNTY, Defendant.

Now comes the plaintiff, by his attorneys, and by leave of court files reformed demurrer to the second and third pleas contained in defendant's answer to amended petition, upon consideration whereof, and being fully advised in the premises, the court orders that said demurrer be, and the same is hereby, sustained; and thereupon plaintiff files his replication to the fourth plea in said answer.

Which said reformed demurrer is in the words and figures following, to wit:

Reformed Demurrer to parts of Answer.

In the Circuit Court of the United States for the Eastern District of Missouri.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant.

147 Comes now the plaintiff, and by leave of court, reforms his demurrer, and makes the same more definite and certain in this.

Plaintiff demurs to all that part of defendant's answer denominated 2d and 3d pleas, for the reason that neither of said pleas, either by themselves or in connection with each other, or with the balance of said answer, state facts sufficient to constitute a cause of defense to plaintiff's demand.

A. J. BAKER AND
F. T. HUGHES,
Att'ys for Plaintiff.

148 And afterwards, to wit, on the 9th day of April, A. D. 1879, the following replication was filed for record, which said replication is in words and figures following, to wit:

Replication.

In the Circuit Court of the United States for the Eastern District of the State of Missouri. March Term, 1879.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } Reply.

Comes now the plaintiff, and for reply to the 4th plea of defendant's answer, says:

First. That as to whether or not the said Levi J. Wagner and others did, on the 11th day of September, 1871, or at any other time, begin suit against Charles Mety and others, as stated in defendant's answer, this plaintiff has no knowledge or information sufficient to form a belief.

149 That as to the object and design of said suit this plaintiff has no knowledge or information sufficient to form a belief, nor has he any knowledge or information sufficient to form a belief as to the final disposition of said suit, if any such there were.

3d. Plaintiff denies that the coupons sued on or the bonds from which they were detached are the property of the Missouri, Iowa and Nebraska Railway Company, or that he has sued on said coupons for the benefit of the said Missouri, Iowa and Nebraska Railway Company, or that he holds said coupons in trust for the said Missouri, Iowa and Nebraska Railway Company.

4th. Plaintiff denies that he obtained said coupons with full knowledge or with any knowledge that said suit of Wagner *et al. vs.* Mety *et al.* in the said circuit court of Missouri. He denies that either himself or any of those by, through, or under whom he claimed to hold said bonds and coupons, or any former assignee of the same, had any notice of the pendency of said suit,
150 or the matters decided therein, prior to the purchase thereof.

5th. For further reply the plaintiff says, that the coupons sued on are detached from bonds issued by Scotland county, Missouri, to the Missouri, Iowa and Nebraska Railway Company, for the payment of stock in said company subscribed by said county; that they are of the series of said bonds issued on the 1st day of September, A. D. 1870, for one thousand dollars each, payable in twenty-five years from the 31st day of December, A. D. 1870, and bearing 8 per cent. int. per annum, payable annually on the 31st day of December of the respective years; that said bonds and coupons are negotiable instruments, payable to bearer and transferable by delivery, and were purchased by the plaintiff without notice of any defect, if any there is, in the title to said coupons, and without any notice of the said suit of Wagner *et al. vs.* Mety *et al.*

6th. Plaintiff further states that prior to the time he purchased said bonds, to wit: on the 23d day of August, 1873, Joseph T. Thomas had commenced suit upon coupons detached from
151 certain of said series of bonds in this court.

That said Scotland county defended against said suit, and claimed that said bonds were unconstitutional, illegal and void.

That on the 4th day of June, 1874, this court, after fully considering said cause and *and* the defense made thereto by said defendant, held and adjudged said bonds to be legal and valid obligations of said Scotland county. That said decision of this court was made prior to any adjudication of the State court of the State of Missouri respecting the validity of said bonds, wherein said State court held said bonds to be invalid and void.

That in the defence which said defendant made in suit of Thomas *vs.* Scotland county, the said defendant did not plead the pendency of said suit of Wagner *et al. vs.* Mety *et al.*, and that the said defendant is now estopped from pleading the same in this cause.

152 Plaintiff further states that upon appeal by defendant in said suit of Thomas *vs.* Scotland County the Supreme Court of the United States affirmed the judgment of this court, and adjudged said bonds to be legal and valid, and binding obligations of said county.

Wherefore, plaintiff says that the question of the validity of said bonds and coupons in whose hands soever they are is *res adjudicata*.

A. J. BAKER,
F. T. HUGHES,
Att'ys for Plaintiff.

153 And afterwards, to wit: on the 22d day of April, A. D. 1879, the following further proceedings were had and appear of record, to wit:

Amended Ans. filed—Stipulation filed.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

Now comes the defendant, by its attorney, and by consent files amended answer, and by agreement it is ordered that plaintiff have twenty days to reply thereto; and thereupon said parties, by their attorneys, file a stipulation, agreeing that no advantage shall be taken by defendant in the trial herein of the fact that other parties claimed to be the owners of some of the coupons sued on at the time of the commencement of this suit.

154 Afterwards, to wit: on the 22d day of April, A. D. 1879, the following stipulation was filed for record, which said stipulation is in words and figures following, to wit:

Stipulation.

WILLIAM HILL
vs.
SCOTLAND COUNTY. } 1287

It is agreed in this cause that the plaintiff have 20 days to reply and demur to defendants amended answer, filed April 22d, 1879.

WALDO P. JOHNSON,
Att'y for Def't.

155 Afterwards, to wit, on the 22d day of April, A. D. 1879, the following stipulation was filed for record, which said stipulation is in words and figures following, to wit:

Stipulation.

In the United States Court for the Eastern District of Mo. March Term, 1879.

WM. HILL
vs.
SCOTLAND COUNTY. } No. 1287.

It is agreed in the above-entitled cause that no advantage is to be taken by def't in the trial of the above cause, of the fact that other parties claimed to be the owners of some of the coupons at the time of the commencement of this suit, it having been agreed at the commencement of this suit by both parties that all coupons might be included in one suit to save costs, reserving to the def'ts all other defenses.

A. J. BAKER, *Att'y for Plaintiff.*
W. P. JOHNSON, *Att'y for Def't.*

156 And afterwards, to wit, on the 22d day of April, A. D. 1879, the following amended answer was filed, which said answer is in words and figures following, to wit:

Amended Answer.

In the Circuit Court of the United States for the Eastern District of Mo. March Term, A. D. 1879.

WM. HILL, Pl'ff, *vs.* SCOTLAND COUNTY, Def't.

1st. Defendant, by attorney, comes and, for amended answer to the first and all other counts in the petition of plaintiff's filed in this cause, says it is not true, and denies that plaintiff is the owner and holder of any or all the coupons mentioned and described in the several counts of the petition of plaintiff, and requires proof thereof. Defendant says it is not true, and denies that said coupons or any of them, or the bond or bonds from which it is alleged in said petition that said coupons were detached, as set forth and described in said petition, or any of the counts thereof, were issued and delivered by the defendant to the Missouri, Iowa and
157 Nebraska Railway Company in payment for stock which the said county of Scotland in its corporate capacity had subscribed to said Missouri, Iowa and Nebraska Railway Company by or under the authority of any law of the State of Missouri.

Defendant says it is not true, and denies that any such subscription of stock was ever made by Scotland county, as averred in said petition and in the several counts thereof, and denies there was any authority under the constitution and laws of Missouri to make any such subscription as is alleged in said petition.

2d Plea—

And for a further answer to said petition and the several counts thereof, the defendant says that the Missouri, Iowa and Nebraska Railway Company was organized on or about the —— day of May, 1870, by virtue of article of consolidation entered into and at that time between the Iowa Southern Railroad Company, a company incorporated under the laws of the State of Iowa, and the Alexandria and Nebraska City Railroad Company, a company incorporated under the laws of the State of Missouri, which articles of consolidation were filed in the office of the Secretary of the State of
158 Missouri on the —— day of May, 1870; that after that time, without any vote of the qualified voters of Scotland county being had therein, and in violation of the constitution and laws of the State of Missouri, certain persons claiming to be the justices of the county court of Scotland county did make what purported to be an agreement on behalf of the county of Scotland with the said Missouri, Iowa and Nebraska Railway Company to subscribe for two hundred thousand dollars of the capital stock of the said company, and did issue in the name of said county of ——— two hundred bonds of the amount of one thousand dollars each, with coupons thereto attached for the payment of interest on said bonds, a portion of which are the same coupons sued on and mentioned in the several counts of the petition filed in this cause; but defendant says that neither the said county of Scotland, by any of its officers or otherwise, nor did the said persons claiming to act for said county, and who issued and delivered said bonds, ever subscribe for any of

the stock of said railway company, nor was the matter of said
159 subscription, or of said pretended agreement to subscribe, ever submitted to a vote of the qualified voters of said county of Scotland, nor was such vote ever taken, nor was the assent of two-thirds of the qualified voters of said county ever given to said subscription, and defendant alleges that for the want of the authority of the constitution and laws of Missouri to make such pretended agreement, and to issue said bonds and coupons, the same are absolutely void, and the defendant is not bound to pay the same, nor any part thereof.

3d Plea—

And for a further answer to said petition and to the several counts thereof, this defendant says the pretended agreement was made, and the bonds and coupons were issued in violation of an act of the General Assembly of the State of Missouri, approved March 25, 1861, entitled, "An act supplemental to an act entitled 'an act to authorize the formation of railroad associations and to regulate the same,'" approved December 13th, 1855, which made it unlawful for the county
court of any county in the State of Missouri to subscribe to
160 the capital stock of any railroad company, unless the same had been voted for by a majority of the resident voters, who should vote at such election under the provisions of said act; and this defendant further alleges that said pretended agreement was made, and the bonds and coupons were issued, in violation of the 14th chapter of the 11th article of the constitution of the State of Missouri, which was adopted by the people of the State of Missouri and went into effect on the 4th day of July, 1865, two-thirds of the qualified voters of the county of Scotland never having assented thereto in the manner prescribed by law.

4th Plea—

Defendant further answering, denies that plaintiff is the owner and holder *and owner* of the coupons sued on for value, but charges the fact to be that the same are claimed and possessed by divers other persons, to wit, Henry Hill, Thomas B. Hill, James B. Dodge, Charles A. Mullan, and George Knox, and the First National Bank of Warsaw, in the State of Illinois, and others; that pl'ff, William
Hill, and Henry Hill, and Thomas B. Hill are brothers; that
161 said Knox and Dodge are brothers-in-law, and related to the aforesaid Hills; that pl'ff, Wm. Hill, is president of the aforesaid national bank of Warsaw, Illinois, and has continuously *same* been since its organization in 1865; that said Henry Hill is superintendent of the Missouri, Iowa & Nebraska Railway Company, to whom bonds, with the aforesaid coupon sued on attached, were issued and delivered, and is president of the Iowa Railroad Contracting Company, to which said bonds was, by said railroad company, pretended to be sold and delivered, and said Hill has so been such pres. and superintendent of said respective companies since the organization thereof; that each and every other party heretofore named as claiming coupons are officers and stockholders of each of the aforesaid companies, as well as of the aforesaid national bank at

Warsaw, and have continuously been since the organization of each of said corporations; that the bonds from which coupons sued were detached were issued to said railroad company, composed of the aforesaid parties and others, who claim to hold some of the bonds issued by defendant, were pretended to be transferred by
162 said railroad company to the Iowa Railroad Contracting Company, which was composed of the same parties as the said Missouri, Iowa & Nebraska Railway Company, and were then divided out among and between the various parties composing said companies, as well as the said national bank of Warsaw aforesaid, which was composed of the same parties heretofore named, which said bank furnished the means to inaugurate the enterprise of building the Mo., Iowa & Nebraska Railway. Defendant alleges that the aforesaid parties and others conspired and confederated together for the purpose of fraudulently procuring possession of the aforesaid bonds, and to that end paid the financial agent of Scotland county, to whom said bonds were delivered, as hereinafter stated, a large sum of money for the purpose of inducing him to deliver said bonds to said railway company after they had been placed in his hands and after he had been enjoined from so doing, thereby obtained possession thereof in violation of the injunction granted in said cause, and for the reasons aforesaid, def't says that said bonds
163 and the coupons sued in this case are absolutely void, and the pl'f is not entitled to judgment for any sum whatever.

5th plea—

Defendant further answering—the defendant admits that on or before the 1st day of September, 1871, certain persons without authority of law, but claiming and pretending to act as presiding justice of the county court of Scotland county, and as clerk of said court, did execute and deliver to one Charles Mety certain paper writings purporting to be bonds and coupons, and also purporting to be the bonds of said Scotland county aforesaid, and purporting to be issued to, or for the use of the Missouri, Iowa and Nebraska Railway Company, all of which acts defendant alleges were without authority of law, and void, but the defendant alleges that on the 11th day of September, 1871, Levi J. Wagner and other citizens and tax-payers of said Scotland county, as plaintiff, instituted a suit or proceeding in the circuit court of Scotland county, in the State of Missouri, against said Charles Mety, (in whose hands certain bonds and coupons had been placed,) William Dawson,
164 David B. Cooper, and James E. Marquire, justices of the county court of Scotland county aforesaid, James S. Fullerton and the Missouri, Iowa and Nebraska Railway Company, as defendants. The object of said suit or proceeding was to enjoin and restrain said Charles Mety from delivering said bonds and coupons to said Missouri, Iowa and Nebraska Railway Company, to prevent the sale and delivery of said bonds to outside parties, to have said bonds declared null and void, and to have the same delivered into court and cancelled and destroyed, all of said bonds and coupons, at the time of the commencement of said suit, being in the hands of said

Charles Mety, one of the defendants to said suit, including the coupons sued on in this case, which said injunction was by E. V. Wilson, judge of the circuit court of Scotland county, on the 21st day of Sept., 1871, granted, and said Mety enjoined and restrained from delivering all or any of said bonds to any person whatever of all which said Mety and the other defendants had due notice, which said injunction was made perpetual on the final hearing of the cause, as hereinafter stated.

165 This defendant further alleges that after the commencement of said suit in the circuit court of Scotland county aforesaid, and after all the defendants had been served with process or voluntarily appeared in court, and filed answers to the petition filed in said cause, a change of venue was awarded in said cause from the county of Scotland to the circuit court of the county of Shelby, in the State of Missouri; and the plaintiffs having filed an amended petition, and the defendants having filed answer thereto, the defendants asked and obtained leave to withdraw their answer to the amended petition of plaintiffs, which was done; thereupon the defendant, the Missouri, Iowa & Nebraska Railway Company, filed their demurrer to the amended petition of plaintiff, and the same coming on to be heard, was by the court overruled; and the other defendants having failed to answer or demur to said amended petition, the petition was taken as confessed as to them, and the defendant, the Missouri, Iowa & Nebraska Railway Company having declined to make further answer, but electing to stand on the demurrer, final

166 judgment was rendered in the cause, and it was by the court considered, ordered, adjudged, and decreed that Charles Mety be restrained and enjoined from delivering to the Missouri, Iowa & Nebraska Railway Company, or to any other persons for said company, the bonds of Scotland county described in plaintiff's petition or any of said bonds; and it was further ordered and adjudged and decreed that said Charles Mety produce any and all of said county bonds now in his possession before that court on the first day of May term, A. D. 1875, of said court, that the same might be cancelled; and it was further considered, adjudged, and decreed that the defendant, the Missouri, Iowa & Nebraska Railway Company, be restrained and enjoined from recovering from said Charles Mety or from any other person acting as agent for said county of Scotland, the bonds in the petition described, or any of said bonds; and it was further considered, adjudged, and decreed by the court that all the bonds in the petition described were void, by reason of the want of legal authority in the county

167 court of Scotland county to subscribe to the capital stock of said Missouri, Iowa & Nebraska Railway Company, and to issue said bonds in payment therefor; and it was further ordered, adjudged, and decreed that said Missouri, Iowa & Nebraska Railway Company cause all of said bonds in the petition described, and now in the possession of said company, its servants, employees, agents, or attorneys, to be produced before said court on the first day of the May term thereof, 1875; and it was further considered by the court that the plaintiffs do have and recover of the defendants, the Missouri, Iowa & Nebraska Railway

Company, the costs of said suit. One of the defendants, to wit, the Missouri, Iowa & Nebraska Railway Company, moved the court to set aside the finding and judgment of the court in said cause, and grant defendants a new trial, which said motion was by the court overruled and new trial refused; the final judgment in favor of plaintiffs and against defendants, as above recited, standing as the final judgment in said cause, in full force, and unreversed, rendered by a court of competent jurisdiction of all the matters and things involved
168 in the suit, which said suit was, by defendants, taken by appeal to the supreme court of the State of Missouri, and the decision of said circuit court affirmed and made final by the decision of said supreme court; and the defendant further alleges and charges the fact to be that said bonds have never been put into circulation, but that the said Missouri, Iowa & Nebraska Railway Company have never disposed of or parted with whatever claim or interest they may have had, or pretended to have had, in or to said bonds and coupons, but that said plaintiff now has possession of said bonds and coupons, (not for his own use or benefit,) but in trust for the benefit of said Missouri, Iowa & Nebraska Railway Company and other pretended claimants, and is not entitled to claim the rights of an innocent holder for value, and ought not to have judgment for the same.

Defendant further alleges and charges the fact to be that whatever claim the plaintiff in the case may have, (if any,) or pretend to have, to the coupons described in the petition in this case
169 was obtained after the commencement and during the pending of the aforesaid suit, wherein the said Levi J. Wagner and others were plaintiffs, and Charles Mety and others were defendants, and with full notice thereof and of the injunction granted in said suit; that plaintiff is not an innocent purchaser for value of said coupons, and that said bonds and coupons in the hands of said plaintiff are void, the defendant is not bound to pay the same, and that plaintiff is not entitled to judgment for any sum whatever against this defendant, on account of the matters and things alleged in said petition. Defendant having fully answered, prays to be dismissed with the reasonable costs.

WALDO P. JOHNSON AND
E. R. McKEE, *Att'ys for Def't.*

170 And afterwards, to wit, on May 10th, 1879, the following reply to amended answer was filed for record, which said reply to amended answer is in words and figures following, to wit;

Reply to Amended Answer.

In the Circuit Court of the United States for the Eastern District of Missouri.

WILLIAM HILL, Plaintiff,
vs. } 1287.
SCOTLAND COUNTY, Defendant.

Comes now the plaintiff, and, for reply to the defendant's amended answer, says:

1st. That the coupons sued upon are detached from bonds issued by Scotland county to the Missouri, Iowa & Nebraska Railway Company, and are of the same series of bonds as those included in the suit of Joseph T. Thomas against Scotland County, heretofore tried and adjudicated by this court.

That in said suit of Thomas *vs.* Scotland County the questions of the effect of consolidation of the Alexandria and Nebraska City Railroad with the Iowa Southern Railway Company, as also the
171 question of the validity of the bonds by reason of the same being in violation of the act of the Legislature of Missouri, approved March 23d, 1861, and of the 14 sect. of the 11th article of the constitution of Missouri, were all raised and passed upon by this court in said cause, and that the decision of this court was upon error in the Supreme Court of the United States affirmed, and that by the decision of this court as affirmed by the Supreme Court of the United States in said case of Thomas *vs.* Scotland County, these coupons, and the bonds from which they were detached, are held and declared to be valid and binding obligations of the county of Scotland.

Wherefore plaintiff says that the defense attempted to be set up by the defendant in the second and third pleas of his said amended answer *are res adjudicata.*

2d. For reply of the fourth plea of defendant's amended answer the plaintiff says that it is true that he is not the absolute owner of all of the coupons sued on, and that the persons named in said 4th plea have some interest in a part of said coupons.

But plaintiff avers that this suit was brought in the name
172 of the plaintiff, William Hill, as to all of said coupons, for the purpose of saving costs, and at the suggestion and request of the defendant, and upon a written stipulation filed in this cause, that the ownership of said several coupons should not be called in question or made a matter of defense in this cause in any manner other than as the defendant might defend against the same were these suits brought severally in the names of each separate owner.

Plaintiff denies that Henry Hill is or ever was the president of the Iowa Railroad Construction Company, and that as to whether the other parties named in said 4th plea are, or ever were, stockholders or officers in said company this plaintiff has no knowledge or information sufficient to form a belief.

That as to whether said bonds were ever transferred or pretended to be transferred to the Iowa Railroad Construction Company or not, this plaintiff, nor any other persons interested in this suit, have no knowledge or information sufficient to form a belief.

That as to whether the said Iowa Railroad Construction
173 Company, and the said Missouri, Iowa and Nebraska Railway Company are composed of the same parties, these plaintiff and parties in this suit, as plaintiffs, have not knowledge or information sufficient to form a belief. Nor have they any knowledge or information sufficient to form a belief as to whether the said bonds were ever divided out among or between the parties composing said companies. Denies that any of said bonds were divided

out and apportioned to the First National Bank of Warsaw. Denies that said First National Bank of Warsaw furnished the means to inaugurate the enterprise of building the Missouri, Iowa and Nebraska Railway. Denies that he, or any persons interested in this suit, ever entered into or was privy to any conspiracy to fraudulently obtain possession of said bonds from the financial agent of Scotland county.

As to whether any such conspiracy ever existed or not, the plaintiff and parties interested says he has no knowledge or information sufficient to form a belief.

As to whether any injunction was ever issued by any court restraining the delivery of said bonds, plaintiff and parties interested in this suit say they have no knowledge or information sufficient to form a belief.

174 Denies that the bonds and the coupons sued on in this case would be or are void for any or all of the reasons stated in said 4th plea, even if *the* all therein stated were true.

Plaintiff says that, respecting the matters contained and the allegations made in the 5th plea of said amended answer about a suit of Levi J. Wagner *et al. vs.* Charles Mety *et al.*, he, nor none of the parties interested, had no notice or knowledge at or before he purchased the coupons sued on, or at or before the time he came in possession of said coupons, or at or before the bringing of this suit, and that they have now no knowledge or information respecting said suit sufficient to form a belief.

Plaintiff denies that said bonds were issued on the 1st day of September, 1871, and avers that they were issued on the 1st day of September, 1870.

Plaintiff says that the averment that the said bonds have never been put in circulation, and that the said Missouri, Iowa & Nebraska Railway Company have never disposed of or parted with their ——— in the same is untrue.

175 Plaintiff denies that he holds said bonds in trust for the benefit of the said Missouri, Iowa & Nebraska Railway Company and other *pretended* claimants.

Denies that the Missouri, Iowa & Nebraska Railway Company own or have any interest whatever in said coupons sued on, or in the bonds from which they were detached, and says that he holds the same in good faith as the owner of a portion thereof, and as to the remainder in trust for the persons named in the 4th plea of said amended answer and for Edwin Manning, of Iowa, and Wm. M. Spackman and John K. Findlay, of Pennsylvania; and that the said Missouri, Iowa & Nebraska Railway does not own or have any interest in any of the coupons in this suit, or in any of the bonds from which the same were detached. That the said parties mentioned in 4th plea of defendant's answer, as well as the Wm. M. Spackman, John K. Findlay, and said Edwin Manning, held the bonds and coupons in this suit not belonging to plaintiff as owners, purchased in good faith for value, without any knowledge or information of any vice or wrong in issuing or delivering of said bonds and coupons to said Missouri, Iowa & Nebraska Railway Company, or any one else.

176 Plaintiff further avers that the [questions] of law arising out of the subscription, issuing, and delivering of all of said bonds were determined and settled by this court in the said case of Thomas *vs.* Scotland County on the 10th day of April, 1874, which was prior to any adjudication by the State courts of Missouri, and that in said cause this court determined for itself, first, said questions of law and the power of said Scotland county court to make said subscription in the manner as averred herein.

Wherefore, plaintiff say he ought to have judgment as prayed in his petition.

BAKER & DRAKE AND
F. T. HUGHES, *For Plaintiff.*

177 And afterwards, to wit, on the 23d day of September, A. D. 1879, the following further proceedings were had and appear of record, to wit:

Leave to file 2d Am'd Ans.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

On motion of defendant, by its attorney, leave is granted said defendant to file second amended answer herein, reserving, however, the right to plaintiff to disregard the same, if objected to.

178 And afterwards, to wit, on Sept. 29, 1879, the following further proceedings were had, to wit:

Stipulation Filed.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

Now come the parties, by their attorneys, and file stipulation that defendant may file 2d amended answer to plaintiff's amended petition on or before the 29th instant, the same not to work a continuance, however, and that the plaintiff have five days thereafter to plead to said answer; and thereupon defendant files said 2d amended answer.

179 Afterwards, to wit, on the 29th day of September, A. D. 1879, the following stipulation, that defendant may file amended answer on or before September 29th, 1879, was filed for record; which said stipulation is in words and figures following, to wit:

Stipulation that Defendant may file Amended Answer.

U. S. C't Court E. Dist. of Mo.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, in the State of Missouri, Defendant. } 1287.

It is stipulated and agreed in the above-entitled cause that the

defendant may file in this cause an amended answer to plaintiff's amended petition on or before Monday, Sept. 29, 1879, provided that the allowance of such filing shall not work a continuance of said case beyond the present term of the U. S. circuit court, nor lose the place of said case upon the docket. Plaintiff shall have five days after the filing of said amended answer within which to reply or demur to same or any part of same.

A. J. BAKER AND
F. T. HUGHES,
For Plaintiff.

180 *Sep. 29, '79.—Second Amended Answer.*

And afterwards, to wit, on Sept. 29th, 1879, the following second amended answer to plaintiff's amended and consolidated petition was filed for record, to wit:

In the Circuit Court of the United States for the Eastern District of Missouri. Sept. Term, 1879.

WM. HILL, Plaintiff, *vs.* THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.	Nos. 1287 and 1153. Consolidated.

Now comes the defendant by its counsel and in conformity to plaintiff's stipulation files this its second amended answer to the amended and consolidated petition of plaintiff.

First plea—

Defendant, for its second amended answer to the first count of plaintiff's amended and consolidated petition, denies that the coupon therewith filed was detached from bond No. 5, for one thousand dollars, or that said coupon, or the bond from which it is alleged to have been detached, was issued by this defendant or delivered to the Missouri, Iowa and Nebraska Railway Company, or that the same was or is a corporation existing under the laws of the
181 States of Missouri and Iowa, or that said bond or coupon was delivered in payment for shares of stock in said Missouri, Iowa and Nebraska Railway Company, or that this defendant ever subscribed for said alleged shares of stock in said alleged railway corporation under authority of law, or that said coupon is now due. And defendant avers that the plaintiff and each of the persons from whom he received the coupon in said first count described, became holders thereof after it had been detached from the pretended bond to which it was originally annexed, and after the dates of maturity indicated upon the face of said coupon and without giving value therefor, and with actual notice of the truth of the allegations herein made by defendant in denial of the several averments by plaintiff set forth in said first count of his amended and consolidated petition.

Second plea—

Defendant, for its second amended answer to the second count

of plaintiff's amended and consolidated petition, and the several alleged causes of action in second count united, denies that either of the pretended coupons in said count described was detached from any bond of Scotland county. Defendant denies that either
182 of said coupons or the bonds from which they are alleged to have been detached was issued by this defendant or delivered to the Missouri and Nebraska Railway Company, or to the Missouri, Iowa and Nebraska Railway Company in payment for stock subscribed thereto. Defendant denies that it subscribed stock to said alleged railway corporation under authority of law, or that either of the aforesaid coupons in said second count described is due. Defendant avers that the plaintiff and each of the persons from whom he received the several coupons in said count described became holders thereof after each of said coupons had been detached from any bond to which it had ever been annexed, and after the dates of maturity indicated upon the face of each of said coupons, and without giving value therefor, and with actual notice of the truth of the several allegations herein, made by defendants, in denial of plaintiffs alleged causes of action in said second count united.

Third plea—

Defendant, for further amended answer to said second count of plaintiff's amended and consolidated petition, avers that
183 about the — day of August, 1870, one William Dawson and one Isaac A. Forgenes, claiming to be justices of the county court of the county of Scotland, in the State of Missouri, a court of record, then and at all times thereafter composed of three members, did cause to be entered upon the records of said court what purported to be an agreement that if certain conditions precedent therein set forth were accepted and complied with, the county of Scotland, in the State of Missouri, would subscribe two hundred thousand dollars to the capital stock of the Missouri, Iowa and Nebraska Railway, payable in bonds of said county, and appointing one Charles Metz as trustee for said county to receive from the clerk of said county court said bonds as soon as the same might be issued, and to have custody of the same; and as soon as the aforesaid conditions precedent shall have been complied with, to deliver said bonds to the treasurer or other authorized agent of said railway company. Defendant avers that without any other order or authority than as hereinbefore set forth, the said William Dawson, who had been previously elected, commissioned, and qualified as a justice of the county court of the county of Scotland, in the
184 State of Missouri, who had been by said county court elected as its presiding justice, did sign (during a vacation of the county court) as presiding justice of Scotland county court, Mo., two hundred lithographed papers, each of which recited "that the county of Scotland, in the State of Missouri, acknowledges itself indebted to the Missouri, Iowa and Nebraska Railway Company, a corporation under and by virtue of the laws of the States of Missouri and Iowa, formed by the consolidation of the Alexandria and Nebraska Railroad Company, formerly Alexandria and Bloomfield Railroad

Company, of the State of Missouri, and the Iowa Southern Railway Company, of the State of Iowa, in the sum of $1,000, which sum the said county hereby promises to pay to the said Missouri, Iowa, and Nebraska Railway Company, or bearer, at the Farmers' Loan and Trust Company, in New York, on the thirty-first day of December, A. D. 1890, together with interest thereon from the thirty-first day of December, 1870, at the rate of eight per cent. per annum, which interest shall be payable annually in the city of New York, on the thirty-first
185 day of December in each year as the same shall become due on the presentation of the coupon annexed." That after said Dawson, styling himself presiding justice of Scotland county court, Mo., had signed each of said papers, one Sterling McDonald, who had previously been elected clerk of the county court of the county aforesaid, signed each of said papers as clerk of Scotland county court, Mo., and made upon each of said papers the impression of a seal purporting to be the seal of Scotland county court, Mo., which seal had previously been used as a seal by said county court, though never adopted as such by any order entered upon its records. That thereafter said McDonald delivered said pretended bonds and the lithographed coupons thereto there annexed, including among same each and every coupon in the second count of plaintiff's amended and consolidated petition described to one Charles Metz, who receipted for same, styling himself therein "trustee for Scotland county, Mo." Defendant avers that, although no subscription had ever been made by the defendant to the capital stock of the Missouri, Iowa and Nebraska Railway Company, or any other
186 company, and although said proposed subscription by the said Dawson and former justices of the county court aforesaid, in the *in the* name of the defendant, had never been accepted, or the conditions or terms thereof complied with by said Missouri, Iowa and Nebraska Railway Company, the said Metz, without other authority than the aforesaid order made by said justices, did, about the 25th of September, 1871, and the 11th of December, 1871, deliver the aforesaid pretended bonds and coupons to certain persons purporting to be president and treasurer of the Missouri, Iowa, and Nebraska Railway Company, in exchange for utterly worthless certificates of shares of stock purporting to have been issued by said company to this defendant. But this defendant avers that neither the said county court of the county of Scotland, nor the justices thereof, nor the said Dawson, nor McDonald, nor the said Metz, in any of the various orders or acts hereinbefore described, were the agents of this defendant, but that all of said acts and orders and all of the aforesaid pretended bonds and coupons are absolutely null and void because no part of the Missouri, Iowa and Nebraska Railway
187 at the respective dates of said orders or acts was within the county Scotland, in the State of Missouri, because at no time prior or subsequent to the dates of either of said orders or acts, or at or prior or subsequent to the dates of the execution or delivering of said pretended bonds, or the acceptance by said Metz of said certificate of stock, or the making of any orders by the county court aforesaid tending to ratify or confirm any of the aforesaid acts, did

the county court of the county of Scotland, in the State of Missouri, cause any election to be held in said county to ascertain the sense of the tax payers of said county as to any subscription to the capital stock of the Missouri, Iowa and Nebraska Railway Company, or of any other company, or to ascertain the sense of said tax payers as to whether any such subscription should be paid by issue of county bonds or by taxation, or for or against paying any such subscription by direct taxation, because at no time at any election ever held in said county of Scotland have a majority of or any of the resident voters of said county of Scotland, in the State of Missouri, voted in favor of any subscription by said county, or by the county
188 court of said county, to the capital stock of the Missouri, Iowa and Nebraska Railway Company, or of any other company, because at no election (whether general or special election) ever held therein have two thirds of the qualified voters of said county of Scotland, in the State of Missouri, ever assented to any subscription of capital stock by or to any loan of the credit of said county of Scotland, to the Missouri, Iowa and Nebraska Railway Company, or to any other company, or to any acts or orders of said county court tending to ratify any pretended subscription of stock or issue of bonds in the name of said Scotland county, because the county court of said county of Scotland has never at any time ordered any election to be held in said county of Scotland, in the State of Missouri, for the purpose of ascertaining the sense of the tax payers thereof or in order to obtain the assent of two-thirds of the qualified voters of said county or of a majority of the resident voters of said county to any of the acts or orders hereinbefore discribed.

Defendant avers that plaintiff received each of the several
189 coupons in the second count of his amended and consolidated petition after the same had been detached from the pretended bonds hereinbefore described, and after the dates of maturity of each of said coupons. Defendant avers that neither the plaintiff nor any other person or corporate body from whom he received the coupons aforesaid ever became the holder thereof by giving any or valuable consideration therefor, and that no individual or corporate body ever paid any valuable consideration to anybody for either of said coupons or the pretended bonds to which they were originally annexed, and that the plaintiff and the persons or corporate bodies from whom he received said coupons, and every person or corporate body ever holding either of the coupons or bonds aforesaid had, since the occurrence thereof, actual as well as constructive notice of every fact in this defendant's third plea alleged.

Fourth plea—

For further amended answer to the second count of plaintiff's amended and consolidated petition, defendant admits that about the — day of August, 1870, William Dawson and Isaac Forgues, claiming to be justices of the county court of the county of Scot-
190 land, in the State of Missouri, did cause to be made upon the records of said county court, a court of record then and at all times since said date composed of three members, an offer that if

certain conditions precedent therein set forth were accepted and complied with, the county of Scotland, in the State of Missouri, would subscribe two hundred thousand dollars to the capital stock of the Missouri, Iowa and Nebraska Railway Company in bonds of said county, and appointing one Charles Metz, as trustee for said county, to receive from the clerk of said court said bonds after the same might be issued, and to have custody of the same, and as soon as the said company accepted and complied with the aforesaid conditions precedent, to deliver said bonds to the treasurer or other authorized agent of said company. Defendant avers that, without any other authority or acts than as hereinbefore set forth, said Dawson, during a vacation of the county court aforesaid, met with Sterling McDonald, clerk of the county court of said county, and signed as presiding justice of Scotland county, Mo., two hundred lithographed papers, by each of which the county of Scotland purported to
191 acknowledge itself indebted to the Missouri, Iowa and Nebraska Railway Company in the sum of $1,000, with eight per cent. interest thereon, evidenced by coupons thereto annexed; that among said coupons so annexed to said pretended bonds, then signed by said Dawson, was each of the coupons in the aforesaid second count of plaintiff's amended and consolidated petition described; that said Sterling McDonald at the same time attested each of said pretended bonds over his signature as clerk of the county court of Scotland county, Mo., and then made upon each of said pretended bonds the impression of a seal purporting to be the "Seal of Scotland county, Mo.," which seal, though never adopted by any order entered upon the records of said court, had previously been used as the seal of said county court.

Defendant admits that the said McDonald thereafter delivered said pretended bonds and coupons to one Charles Metz, who receipted for the same as trustee of Scotland county, Mo., about the 1st of September, 1871, and who long thereafter delivered same to certain persons purporting to be president and treasurer of the Missouri, Iowa and Nebraska Railway Company, but the defendant avers that all of said acts and orders were without authority of
192 law and void; and that about the 11th day of September, 1871, whilst said Metz still had in his custody the aforesaid pretended bonds and coupons, Levi Wagner and other citizens and tax payers of said county of Scotland, in the State of Missouri, instituted, as plaintiffs, in the circuit court of said county of Scotland, in the State of Missouri, a suit against the said Charles Metz, William Dawson, David B. Cooper, and James E. Marquis, justices of the county court of said county, James S. Fullerton and the Missouri, Iowa and Nebraska Railway Company as defendants, the object and purpose of which suit was to enjoin said Metz from delivering said bonds or coupons or any part thereof to the Missouri, Iowa, and Nebraska Railway Company, or to any company, party, or person, to require the said Metz to deliver the same into court to be canceled by said court, and to restrain and enjoin said justices of the county court of said county from appointing any agent to have, possess, or deliver said bonds or coupons, or to act in the

board of said railroad company and to restrain said Fullerton, as treasurer of said county, from paying any of said pretended bonds
bonds or coupons out of any money to or in his hands
193 as treasurer of said county, and to have said bonds and coupons and all orders of the county court aforesaid relating thereto declared null and void, that said injuction was by E. V. Wilson, judge of the circuit court of said county of Scotland, in the State of Missouri, duly granted on the 21st of September, 1871, and said Metz and others enjoined and restrained in accordance with the prayer of the petition, as hereinbefore set forth, and said Metz especially enjoined and restrained from delivering any of said bonds or coupons to any person or corporate body, of all of which said Metz and each of the other defendants then had due notice, and which said injunction was made perpetual upon the final hearing thereof, as hereinafter stated. Defendant avers that among the bonds and coupons in said suit of Levi Wagner *et al. vs.* Charles Metz *et al.* involved and therein declared void was each of the coupons in said second count of plaintiff's amended petition described and each of the bonds from which said coupons were detached.

Defendant avers that after the commencement of the aforesaid suit of Levi J. Wagner *et al. vs.* Charles Metz *et al.*, and after each
of the defendants therein had been served with process and
194 voluntarily appeared therein and filed in said court their answer to said petition of Levi J. Wagner and others therein filed a change of venue was granted in said cause from the county of Scotland aforesaid to the county of Shelby, in said State, and from the circuit court of said Scotland county to the circuit court of Shelby, in said State of Missouri, and the plaintiffs having filed an amended petition therein for the purpose and objects hereinbefore shown to have been set forth in the original petition, and in addition thereto praying that the successors in office of said justices of the county court and of said treasurer of the county of Scotland might, as well as said defendants, be forever restrained from making any orders or doing any acts tending to give currency or validity to either of said pretended bonds or coupons; defendant avers that the defendants in said cause of Levi J. Wagner and others against Charles Metz and others, after having filed their answer to said amended petition, withdrew said answer by leave of court, and thereupon the defendant, The Missouri Iowa and Nebraska Railway Company filed a demurrer to said amended petition, and the same
195 coming on to be heard by the court was overruled by said court; and the other defendants having failed to answer or demur to said amended petition of Levi J. Wagner and others, the same was taken as confessed as to them, and the defendant, The Missouri, Iowa and Nebraska Railway Company, having declined to make further answer, but electing to stand upon the demurrer aforesaid, final judgment was rendered in the cause, and it was by the court adjudged that said Charles Metz be restrained and enjoined from delivering to the Missouri, Iowa and Nebraska Railway Company, or to any other company or persons, the bonds or coupons in said suit involved (and including the coupons herein in-

volved, and the pretended bonds to which they were originally annexed); and it was further adjudged by said circuit court of Shelby county, in the State of Missouri, that said Charles Metz produce any and all of said bonds and coupons then in his possession before said court on the first day of the May term, A. D. 1875, of said circuit court that the same might be canceled, and it was further considered adjudged and decreed by said court that the de-
196 fendant, The Missouri, Iowa, and Nebraska Railway Company, be restrained and enjoined from recovering from said Charles Metz, or from any other person acting as agent of said Scotland county, the bonds or coupons aforesaid, or either of same, and it was further adjudged and decreed by said circuit court of Shelby county that all the bonds and coupons aforesaid (including each of the coupons herein involved) were null and void, by reason of the want of legal authority or power in the county court of Scotland county aforesaid to subscribe to the capital stock of said Missouri, Iowa and Nebraska Railway Company, or to issue bonds in payment thereof, and it was further adjudged and ordered, decreed, that said Missouri, Iowa, and Nebraska Railway Company cause all of the said bonds and coupons in the aforesaid amended petition of said Levi J. Wagner described, and then in the possession of said company, its servants, employés, agents, or attorneys, to be produced before said court on the first day of the May term thereof, in the year 1875; and it was further considered and adjudged by said court that said plaintiffs recover their costs therein. One of said defendants, to wit, The Missouri,
197 Iowa and Nebraska Railway Company, moved the court to set aside the finding and judgment in said cause and grant defendants a new trial thereon, which motion was by said court overruled and a new trial therein refused, the final judgment in favor of said plaintiffs and against said defendants in said cause, as above recited, standing as the final judgment in said cause, and unreversed by any court of competent jurisdiction, of all the matters and things in said suit involved, which said suit was by the defendants taken by appeal from said circuit court of Shelby county, Mo., to the supreme court of the State of Missouri, and the judgment and orders of said circuit court of Shelby county, Mo., in said cause of Levi J. Wagner and others *vs.* Charles Metz and others, made final by the judgment and decision of said supreme court; and the defendant herein avers the fact to be that said bonds and coupons have never passed into circulation; that the *the* said Metz delivered said bonds and coupons in defiance of the orders and decrees aforesaid to certain persons claiming to be president and treasurer of said Missouri, Iowa and Nebraska
198 Railway Company, at a point beyond the limits of the State of Missouri, after notice of the application for injunction aforesaid, and after notice of the granting of a temporary injunction therein; that plaintiff in this cause received the pretended coupons in this cause involved after each of said coupons in the second count of this suit involved had been detached from the pretended bond to which it was originally annexed, and after the date

of maturity of each of said coupons, and after the judgments hereinbefore recited as having been rendered in said case of Levi J. Wagner and others against Charles Metz and others by courts having full jurisdiction of all the questions therein decided. Defendant avers that *that* plaintiff thus secured each of said coupons in said second count of his amended and consolidated petition described without having given any good or valuable consideration for either of said coupons, and with full, actual notice of every fact in the defendant's fourth plea set forth.

Defendant avers that the person from whom plaintiff received the said coupons, and each and every person or corporate
199 body in whose possession said coupons, or either of them, has ever been held — same without having given value therefor, and with full, actual notice of every fact in this defendant's fourth plea set forth.

Wherefore defendant asks to be dismissed with his costs in this behalf incurred.

WALDO P. JOHNSON AND
E. R. McKEE,
Atty's for Def.
HENRY H. CUNNINGHAM,
Att'y for Def't.

200 And afterwards, to wit, on the 3d day of October, A. D. 1879, the following further proceedings were had and appear of record, to wit:

Time to Pl'ff to Plead Extended.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

On motion of his attorney, time is hereby given plaintiff to plead to the amended answer herein by December 1st, 1879.

201 And afterwards, to wit, on the 1st day of December, A. D. 1879, the following reply to defendant's 2d amended answer was filed for record, which said reply is in words and figures following, to wit:

Reply to Def't's 2d Amended Answer.

In the Circuit Court of the United States for the Eastern District of Missouri, September Term, 1879.

WILLIAM HILL, Plaintiff,
vs.
THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant. } Nos. 1287 and 1153. Consolidated.

Comes now the plaintiff, and for reply to the defendant's second amended answer says:

1st. He denies that he, or any of the persons from whom he received the coupons in the first and second counts of his petition described, became holders thereof after the coupons had become

detached from the bonds which they were originally annexed, or after the date of their maturity, or without giving value therefor.

202 Denies that he, or those from whom he purchased the coupons described in said counts, had at and prior to the time they purchased the same, or at any time since has had, any notice, knowledge, or information of the several allegations in said first and second plea made by defendant in denial of plaintiff's alleged cause of action as set out in the first and second counts of said petition.

2d. For reply to the third plea of defendant's second amended answer plaintiff says: 1st. That as to the method whereby the county court of Scotland county affected the subscription to the capital stock of the Missouri, Iowa and Nebraska railway, or whether there were any conditions precedent on part of said railway company to be performed before the making of said subscription by said county court, or whether any such conditions precedent, if any there were, had been fulfilled by said railway company, this plaintiff has no knowledge or information sufficient to form a belief.

203 That if there were any defects in the manner of making said subscription or of issuing said bonds, this plaintiff, nor those under whom he holds said coupons, had no notice, knowledge, or information thereof. But plaintiff says that any such irregularities as is complained of by the defendant in his said third plea does not effect the title of the plaintiff in and to his said coupons, nor release the said defendant from his obligation to pay the same for the plaintiff, says that under the charter of the Missouri, Iowa and Nebraska Railway Company to the State of Missouri the county courts of the several counties through which any part of the route of said railway might be had full power and authority *meco motu* to subscribe to the stock of said corporation, and to issue the bonds of such county in pay— therefor, and a part of the route of said railway does lie through the said county of Scotland.

2d. The plaintiff says that under the charter of the Mis-
204 souri, Iowa and Nebraska Railway Company, as the same exists in the State of Missouri, no precedent vote of the qualified voters of Scotland county was required to authorize the county court of said county to subscribe to the capital stock of said railroad.

That said question has been once before adjudicated in this court, in the case of Joseph T. Thomas *vs.* Scotland County, decided by this court on the —— day of ——, 187–.

That said suit was an action to recover of said county the amount of certain coupons detached from the bonds of said county issued in payment of stock to the said Missouri, Iowa and Nebraska Railway Company.

That the bonds from which said coupons were detached were a part of the same "two hundred lithographed papers" referred to in defendant's third plea of its second amended answer, and were the bonds of said county.

Plaintiff says that in said suit of Joseph T. Thomas *vs.* Scotland County the precise question of the right of said county court

205 to issue said bonds and subscribe said stock without a precedent vote, and the validty of said bonds under said subscription was considered by this court as one of the issues in said cause, and that this court in said cause held said subscription as made to be authorized by law, and said bonds as issued to be valid and binding obligations on said Scotland county.

And plaintiff avers that upon error to the Supreme Court of the United States the judgment and ruling of this court in said cause was affirmed. Wherefore the plaintiff says that said question of the validity of said bonds and of said coupons detached therefrom is *res adjudicata*.

Plaintiff denies that he received the coupons sued on and became the owner thereof after said coupons had been detached from the bonds with which they had been issued, or that he, or those under whom he holds said coupons, acquired the same without consideration; or that he, or those under whom he claims, had any notice

206 or knowledge, actual or constructive, of the matters pleaded in said plea in avoidance of the payment of said coupons.

But on the contrary, the plaintiff avers that he and those under whom he claims title to said coupons purchased the same in open market for a valuable consideration after that this court had declared said bonds legal and valid obligations of Scotland county and after said judgment of this court in that regard had been affirmed by the Supreme Court of the United States in Scotland County *vs.* Joseph T. Thomas, and that he was so induced to purchase said bonds, relying upon the decision of said courts as to their validity.

For further reply to the *fourth plea* of defendant's answer plaintiff says that he has no personal knowledge of the matters stated in said plea further than that said bonds were signed and sealed and issued by said defendants through the instrumentality of its county court and the justices and clerk thereof and placed upon the market for sale.

207 But plaintiff says that upon his best knowledge, information, and belief he denies that there was ever any decree or decretal order of the circuit court of Scotland county, or of the judge thereof, enjoining the issuing, sale, delivery, or payment of said bonds.

Denies that in the case of Levi J. Wagner *et al. vs.* Charles Metz *et al.*, begun in the circuit court of Scotland county, Missouri, and taken thence upon application of plaintiff to the circuit court of Shelby county, Missouri, upon change of venue, there was ever any decree or order of the said Scotland county circuit court, or of the judge thereof, granting an injunction, temporary or final.

Denies that there is any record of any order or decree for an injunction in said cause upon the records of the circuit court of said Scotland county or in any transcript of the records or proceedings in said cause in said circuit court of Scotland county, as the same was certified upon change of venue to said circuit court of Shelby county.

208 Plaintiff denies that he or those under whom he claims title to said coupons had at or prior to the time they pur-

chased the same, any knowledge or notice, constructive or actual, of the fact that said bonds and coupons had been declared null and void by any decree of the circuit court of Shelby county, or of any court of the State of Missouri, or that the circuit court of Scotland county, or the judge thereof, had granted a decree of injunction restraining the delivery of said bonds and coupons to the Missouri, Iowa and Nebraska Railway, its officers or agents, or that the circuit court of said Shelby county had made such injunction final and perpetual, or that said last mentioned court had ordered said bonds and coupons to be brought into court and cancelled, or that plaintiff had any notice or knowledge of any of the facts pleaded in said 4th plea, further than that said bonds and coupons had been signed, sealed, and issued by the county court of Scotland county, and the presiding justice and clerk thereof, and placed upon the
209 market overt as negotiable merchantile securities.

Plaintiff says that if any decree of the circuit court of Shelby county, Mo., was ever made, such as is stated in said plea, that the same was so made by said court after that this court had decided and held said bonds to be valid and binding securities of the county of Scotland aforesaid, and if the supreme court of the State of Missouri has ever affirmed any such decree of the said Shelby county circuit court it was so held and affirmed after that the Supreme court of the United States had affirmed the judgment of this court, declaring said bonds of Scotland county to be valid and binding obligations of said county, and after that, this plaintiff, relying upon the faith of the judgment of this court in said regard, as affirmed by the said Supreme Court of the United States, had purchased in good faith for a valuable consideration the coupons sued on in this case.

210 For that plaintiff avers that on the — day of —, A. D. 187—, Joseph T. Thomas, of the State of Pennsylvania, being the owner and holder of a number of coupons detached from a part of the two hundred lithographed bonds issued by Scotland county aforesaid, and referred to and mentioned in defendant's answer as "lithographed papers" and "pretended bonds," brought suit in this court against the defendant herein to recover the amount due upon said coupons.

Plaintiff avers that the coupons in suit in said cause of Joseph T. Thomas *vs.* Scotland County, were detached from the same bonds and series of bonds as are the coupons sued upon in this case.

Plaintiff avers that in said cause of Joseph T. Thomas *vs.* Scotland County, the question of the validity of said bonds was directly called in question by the defendant in his defense to said suit, and the authority of the said county court of Scotland county to subscribe to the stock of the said M., I. and N. R'y Co., and to
211 issue said bonds in payment for said subscription to said consolidated company without a precedent vote, was particularly called in question.

That after maturely considering said questions in the light of the decisions of the supreme court of the State of Missouri, and before the circuit court of Shelby county, or of any other county in

the State of Missouri, had passed upon the question of the validity of said bonds, and before there was any order, judgment, or decree of any of the State courts of the State of Missouri, holding said bonds to be void and of none effect, this court rendered its judgment, declaring said bonds to be valid, legal, and binding obligations upon the said Scotland county, and that upon error to the Supreme Court of the United States, the said Supreme Court of the United States conforming its decision to the rule of interpretation of the supreme court of Missouri, and before the said supreme court of Missouri had made any decision, order, or decree
212 declaring said bonds to be void, did affirm the judgment of this court, declaring said bonds to be valid, legal, and binding obligations upon said Scotland county.

So plaintiff denies that he, or those under whom he claims, became the owner of the coupons in suit with notice that they were invalid and void.

Denies that he, or those under whom he claims, became the owners of said coupons without paying any value therefor, and after the same had become due, and were detached from the bonds when they had been issued.

But plaintiff says that he and those under whom he claims purchased said bonds and coupons in market overt for a valuable consideration, and in good faith, after that this court and the Supreme Court of the United States had declared them to be valid and binding obligations upon said Scotland county, and before that the supreme court of the State of Missouri had adjudged the same to be void and invalid.

Plaintiff says that he and those under whom he claims
213 were induced to purchase said bonds and coupons, relying upon the faith of the decision of this court in Thomas *vs.* Scotland County, as affirmed by the Supreme Court of the United States.

Wherefore, plaintiff says that he — protected by said decisions, and asks judgment as heretofore asked in his petition.

A. J. BAKER AND
F. T. HUGHES,
Attorneys for Plaintiff.

214 And afterwards, to wit, on Jan'y 15, 1880, the following further proceedins were had and appear of record, to wit:

WILLIAM HILL, Plaintiff,
vs. } 1287.
SCOTLAND COUNTY, Defendant.

Ordered, that this cause be, and the same is, set down for trial on the 27th, of January, 1880.

215 And afterwards, to wit, on the 26th day of January, A. D. 1880, the following motion to quash depositions was filed for record in said cause, to wit:

Motion to Quash Depositions.

WILLIAM HILL
vs.
SCOTLAND COUNTY. } No. 1287.

Now comes plaintiff and moves the court to quash the depositions of Joseph J. Benning, Francis Smith, Charles Meinhen for reasons:

1st. All the matters and things stated in said depositions by said Benning, Smith, and Meinhen, are incompetent establish any fact proper to be proven in the case.

2d. That said depositions were taken without proper notice to plaintiffs, and without any warrant or commission to from this court, and are otherwise defective and improper.

A. J. BAKER &
F. T. HUGHES,
For Plaintiffs.

216. And afterwards, to wit, on Jan'y 26th, 1880, the following further proceedings were had, and appear of record, to wit:

Leave to File and Reply, and Reply Filed.

WILLIAM HILL, Plaintiff
vs.
SCOTLAND COUNTY, Defendant. } 1287.

On motion of plaintiff, by his attorneys, leave is granted said plaintiff to file an amended replication to the second amended answer herein, subject to defendants objection. And thereupon plaintiff, by his attorneys, files said amended replication.

217 Which said amended replication to second amended answer is in words and figures following, to wit:

Amended Replication to 2d Amended Answer.

In the Circuit Court of the United States for the Eastern District of Missouri. September Term, 1879.

WILLIAM HILL
vs.
THE COUNTY OF SCOTLAND, in the State Missouri. } Nos. 1287 and 1153 consolidated.

Amended Reply to 2d Amended Answer.

Comes now the plaintiff, and for amended reply to the defendant's 2d amended answer, leave being had therefor, says:

1st. He denies that he, or any of the persons from whom he received the coupons in the first and second counts of his petition described, became holders thereof after the said coupons became detached from the bonds to which they were originally annexed, or after the date of their maturity, or without giving value therefor.

218 Denies that he, or those from whom he purchased the coupons described in said counts, had at any time prior to the — they purchased the same, or at any time since, has had any notice, knowledge, or information of the several allegations in said first and second plea made by defendant in denial of plaintiff's alleged cause of action as set out in the first and second counts of his said petition.

2d. For reply to the third plea of defendant's second amended answer, plaintiff says that as to the method whereby the county court of Scotland county effected the subscription to the capital stock of the Missouri Iowa and Nebraska Company, or whether there were any conditions precedent on part of the Missouri, Iowa and Nebraska Railway Company to be performed before the making of said subscription by said county court, or whether any such conditions precedent, if any there were, had been fulfilled by said railway company, this plaintiff has no knowledge or information sufficient to form a belief.

That if there were any defects in the manner of making said subscription, or of issuing said bonds, this plaintiff, nor those under whom he claims said coupons, had no notice, knowledge, or information thereof.

219 But plaintiff says that any such irregularities as is complained of by the defendant in his said third plea does not affect the title of the plaintiff in and to his said coupons, nor render said coupons invalid, nor release the defendant from his obligation to pay the same, for the plaintiff says that, under the charter of the Missouri, Iowa and Nebraska Railway Company, in the State of Missouri, the county courts of the several counties through which any part of the route of said railway might be, had full power and authority *novo motu* to subscribe to the stock of said company, and to issue the bonde of said county in payment thereof; and plaintiff says that a part of the route of the said railway company's railroad does lie through the said county of Scotland.

The plaintiff says that, under the charter of the Missouri, Iowa and Nebraska Railway Company, as the same exists in the State of Missouri, no precedent vote of the qualified voters of Scotland county was required to authorize the county court of said — to subscribe *the* the capital stock of said corporation.

220 That said question has been heretofore adjudicated in this court in the case of Joseph T. Thomas *vs.* Scotland County, decided by this court on the — day of —, 187—; that said suit was an action to recover of said county the amount of certain coupons detached from the bonds of said county, issued in payment of stock to the said Missouri, Iowa and Nebraska Railway Company; that the bonds from which the coupons were detached were a part of the same two hundred lithographed papers referred to in defendant's third plea, and were the bonds of said county; that the same questions arose in a case in this court upon coupons detached from the same series of bonds in a case wherein this plaintiff was then plaintiff and the defendant was then defendant, and wherein this

plaintiff recovered judgment in this court on the 26th day of September, A. D. 1876.

Plaintiff denies that he received the coupons sued on and became the owner thereof after said coupons had been detached from the bonds with which they had been issued, or that he or those under whom he holds said coupons acquired the same without consultation, or that he or those under whom he claims had any

221 notice or knowledge, actual or constructive, of the matters pleaded in said plea in avoidance of the payment of said coupons. But, on the contrary, the plaintiff avers that he and those under whom he claims title to said coupons purchased the same in open market for a valuable consideration after that this court had declared said bonds of Scotland county, whereon said coupons were issued, valid obligations of said county, and after said judgment of this court in that regard had been affirmed by the Supreme Court of the United States in said case of Scotland County *vs.* Joseph T. Thomas, and he was so induced to purchase said bonds and coupons, relying upon the decision of said courts touching their validity.

For further reply to the 4th plea of defendants' second amended answer, plaintiff says that he has no personal knowledge of the matter stated in said plea further than that said bonds were signed by the defendant through the instrumentality of its county court, and the judges and clerk thereof, and placed upon the market for sale.

But plaintiff says that upon his best knowledge, information, and belief he denies that there ever was any decree or

222 decreetal order of the circuit court of Scotland county, or of the judge thereof, enjoining the issuing and delivery for payment of said bonds.

Denies that in the case of Levi J. Wagner *et al. vs.* Chas. Metz *et al.*, begun in the circuit court of Scotland county, Missouri, and taken thence upon application of plaintiff to the circuit court of Shelby county upon change of venue, there was ever any decree or decreetal order of said circuit court of Scotland county *circuit court*, or of the judge thereof, granting an injunction, temporary or final.

Denies that there is any record of any order or decree for an injunction in said cause upon the records of the circuit court of Scotland county, or that any such order or decree was ever certified to in any transcript of said cause sent by the clerk of the circuit court of Scotland county to the circuit court of Shelby county. Plaintiff denies that he, or those under whom he claims title to said bonds and coupons, had, at or prior to the time they purchased the same, any knowledge or notice, actual or constructive, of the fact that said bonds and coupons had been declared null and void by

223 any decree of the circuit court of Shelby county or of any court of the State or Missouri, or that the circuit court of Scotland county, or the judge thereof, had granted a decree or injunction restraing the delivery of said bonds and coupons to the Missouri, Iowa and Nebraska Railroad Company, its officers or agents, or that the circuit court of said Shelby county had made

such injunction perpetual, or that said last mentioned court had ordered said bonds and coupons to be brought into court and cancelled, or that plaintiff had any notice or knowledge of any of the facts pleaded in said 4th count further than that said bonds and coupons had been signed, sealed, and issued by the county court of said Scotland county, through its judges and the clerk of said court and placed upon the market as negotiable merchantable securities.

Plaintiff says that if any decree of the circuit court of Shelby county was ever made, such as is stated in said plea, that the same was so made by said court after that this court had decided and held said bonds to be valid and binding securities, and that if
224 the said supreme court of the State of Missouri has ever affirmed such decree of the said circuit court of Shelby county, it was so held and affirmed after the Supreme Court of the United States had affirmed the judgment of this court, in the case of Scotland County *vs.* Thomas, whereby said bonds and coupons were held and adjudged to be valid, binding, and legal obligations of the said county of Scotland, and after that, this plaintiff, relying upon said decisions of this court as affirmed by the said Supreme Court of the United States, had purchased in good faith, for a valuable consideration, the coupons sued on in this case.

For that plaintiff avers that on the —— day of ———, A. D. 187—, Joseph T. Thomas, of the State of Pennsylvania, being the owner and holder of a number of coupons detached from a part of the two hundred bonds issued by Scotland county aforesaid, and referred to and mentioned in defendants answer as "lithographed papers" and "pretended bonds," brought suit in *in* this court against defendant herein to recover the amount due upon said coupons.

Plaintiff avers that the coupons in suit in said cause of Thomas
vs. Scotland County, were detached from the same bonds and
225 series of bonds as are the coupons sued upon in this case, and that in said cause the question of the validity of said bonds was directly called in question by this defendent in its defense to said suit, and the authority of the said county court of Scotland county to subscribe to the stock of the said Missouri, Iowa and Nebraska Railway Company, and to issue its bonds in payment for the stock so subscribed to said consolidated company without a precedent vote, was particularly called in question. That after maturely considering said questions in the light of the decisions of the supreme court of the State of Missouri, and before the circuit court of Shelby county had passed upon the validity of said bonds and overruled the former decisions of the supreme court of the State of Missouri and of the United States upon similar questions, and before there was any order, judgment, or decree of any of the State courts of the State of Missouri holding said bonds void and of none effect, this court rendered its decision in said cause, giving judgment for the plaintiff, and affirming the validity and binding force and effect of said bonds and coupons. And that the
226 Supreme Court of the United States affirmed the judgment of this court in said cause of Thomas *vs.* Scotland County

before the supreme court of the State of Missouri had passed upon the question of the validity of said bonds in said case of Wagner *et al. vs.* Metz *et al.*

So plaintiff denies that he or those under whom he claims became the owners of the coupons in suit without notice that they were invalid and void. Denies that he or those under whom he claims became the owners of the coupons sued on without paying value therefor, or after the same had become due and were detached from the bonds whereon they had been issued.

But plaintiff says that he was induced to purchase, and did purchase said bonds and coupons now in suit, relying upon the decision and judgment of this court and of the supreme court touching their validity, as announced and declared in the judgment of this court in the cases of Thomas *vs.* Scotland County and of Hill *vs.* Scotland County and other cases upon the same coupons and upon the judgment and opinion of the Supreme Court of the
227 United States, in said case of Thomas *vs.* Scotland, reported in 94th U. S. Supreme Court reports, 682, as Scotland County *vs.* Thomas.

Plaintiff further replying to defendant's second amended answer says that on the 3rd day of February, 1876, he was the owner and holder of certain coupons detached from certain of the two hundred bonds issued by Scotland county in payment of its subscription to the consolidated railway corporation mentioned in defendant's answer as the Missouri, Iowa and Nebraska Railway Company. That the bonds from which said coupons were detached were a part of the series of bonds from which the coupons in suit in this case are detached, and that a large part of the coupons in this suit were detached from the same bonds as were the coupons so as aforesaid owned and held by the plaintiff on said 3d of February, 1876. That all of said bonds were issued in payment of the one subscription by defendant to the capital stock of said railway company. That they were all issued under and by the authority conferred on the court of said county by the provisions of the charter of the Alexandria and Bloomfield Railroad granted by
228 act of the General Assembly of the State of Missouri, approved Feb'y 9, 1857. That on said 3d day of Feb'y, 1876, this plaintiff brought suit in this court upon said coupons against this defendant, and that this defendant in its defense to said suit claimed that the bonds from which said coupons were detached had been illegally issued by the county court of Scotland county in payment of stock of the Missouri, Iowa and Nebraska Railway Company, and that the same were null and void. That in said suit the entire question of the validity of the action of the county court of Scotland county in issuing said bonds to said consolidated corporation, the Missouri, Iowa and Nebraska Railway Company, without a practical — were directly called in question and adjudicated by this court, as was also the question of the effect of the consolidation of the Alexandria and Bloomfield Railroad with the Iowa Southern Railway Company, and that this court, following the decision of the Supreme Court of the United States in the case of

Scotland Co. *vs.* Thomas, held and adjudged said bonds to be valid and binding obligations upon this defendant. And on the
229 26th day of September, 1876, this court rendered judgment in favor of this plaintiff and against said defendant.

And plaintiff says that all of the defenses now made by this defendant in this case was made, or open to be made, in said suit, wherein said judgment was rendered. That the subject-matter and parties in both suits are the same.

Wherefore plaintiff says that the question of the validity of the coupons now in suit is *res adjudicata*, and he pleads said former judgment of this court in estoppel of the defense set up or of any defense that may be set up in this action, and demands judgment as he has demanded in this petition.

A. J. BAKER AND
F. T. HUGHES,
Att'ys for Plaintiff.

230 And afterwards, to wit, on the 27th day of January, A. D. 1880, the following further proceedings were had and appear of record, to wit:

Leave to Withdraw and Reply; Leave to File Demur.; Mot. to Quash; Dep's Withdrawn; Case set for Trial.

WILLIAM HILL, plaintiff,
vs.
SCOTLAND COUNTY, defendant. } 1287.

On motion, leave is granted plaintiff to withdraw his amended replication to the second amended answer herein, with further leave to file a demurrer thereto on or before 28th instant. Plaintiff also by leave withdraws his motion to quash depositions herein, and thereupon this case is regularly set for trial on the 25th day of February next.

231 And afterwards, to wit, on the 9th day of March, A. D. 1880, the following motion for judgment was filed for record in said cause, to wit:

Motion for Judgment.

In the Circuit Court of the United States for the eastern district of Missouri, Sept. term, 1879.

WILLIAM HILL, Plaintiff,
vs.
THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant, } No. 1287.

Now comes the defendant, by its counsel, and moves the court to render judgment in behalf of defendant in this cause, because by operation of law under the pleadings in this cause valid and sufficient defenses set forth in defendant's second amended answer to

plaintiff's amended and consolidated petition are to be taken as uncontroverted and confessed by plaintiff.

HENRY A. CUNNINGHAM & JOHNSON,
Att'ys for Defendant.

232 And afterwards, to wit, on the 16th day of March, A. D. 1880, the following stipulation was filed in said cause, to wit, which said stipulation is in words and figures following, to wit:

Stipulation.

WM. HILL
vs. } No. 1287.
SCOTLAND COUNTY.

In the above case it is agreed that the motion now on file by defendants for judgment shall not be taken up by court until March 30th, 1880, at which time it shall be heard.

F. T. HUGHES,
for Plaintiff.
H. A. CUNNINGHAM,
W. P. JOHNSON.

233 And afterwards, to wit, on the 30th day of March, A. D. 1880, the following further proceedings were had and appear of record in said cause, to wit:

Mot. for Jud'g Overruled.

WILLIAM HILL, Plaintiff.
vs. } 1287.
SCOTLAND COUNTY, Defendant.

Now come the parties by their attorneys, and the court having considered the defendant's motion for judgment on the pleadings herein, orders that said motion be, and the same is hereby, overruled, subject to defendant's exceptions.

And also on same date the following further proceedings were had in said cause, to wit:

Ord. Granting Leave to Withdraw Reply and File Dem'r Vacated. Case set for Trial.

WILLIAM HILL, Plaintiff.
vs. } 1287.
SCOTLAND COUNTY, Defendant.

Ordered that the order heretofore entered granting leave to the plaintiff to withdraw reply and file demurrer to answer be vacated; and thereupon it is further ordered that this case be set for hearing April 22d, 1880, upon pleading as they were before said leave granted, subject to defendant's exceptions.

234 And afterwards, to wit, on the 22d day of April, A. D. 1880, the following further proceedings were had and appear of record in said cause, to wit:

Judgment.

WILLIAM HILL, Plaintiff,
vs.
SCOTLAND COUNTY, Defendant. } 1287.

Now come the parties by their attorneys, the plaintiff by Messrs. Baker and Hughes and the defendant by Messrs. Johnson and Cunningham, and this case being regularly called for trial, and both parties being ready, the same is now submitted to the court, a jury having been waived by stipulation, upon the pleadings, proofs, and arguments of counsel, upon consideration whereof and being advised in the premises the court finds the issues for the plaintiff, and assesses his damages by reason of the non-payment of the coupons for interest on bonds issued by said defendant and described in the petition in the sum of fifty-three thousand nine hundred and fifty-one dollars and twenty-four cents ($53,951.24).

235 It is therefore considered by the court that the plaintiff, William Hill, have and recover of said defendant, Scotland County, as well as the said sum of fifty-three thousand nine hundred and fifty-one dollars and twenty-four cents, the damages aforesaid by the court assessed, as also the costs herein expended, and have thereof execution.

236 And afterwards, to wit, on the 23d day of April, A. D. 1880, the following motion for a new trial filed in said cause, to wit:

Motion for New Trial.

In the Circuit Court of the United for the Eastern District of Missouri. M'ch Term, 1880.

WILLIAM HILL, Plaintiff,
vs.
THE COUNTY OF SCOTLAND, IN THE STATE OF MISSOURI, Defendant, } Nos. 1287 and 1153. Consolidated.

Now comes the defendant, by its counsel, and moves the court to set aside the verdict of the court sitting a jury, and the judgment herein rendered, and to grant a new trial of this cause, for the reasons—

(1st.) The court erred in admitting, contrary to defendant's objections, illegal evidence offered by plaintiff upon the trial of this cause.

(2d.) The court erred in excluding competent and legal evidence offered by defendant upon the trial of this cause.

(3d.) The court erred in finding and declaring, as the issue
237 of law upon the trial of this cause, that the issues tendered by defendant in third count of its second amended answer to plaintiff's amended and consolidated petition, were to be taken as *res adjudicata* without hearing evidence thereon.

(4th.) The court erred in finding and declaring, as an issue of law upon the trial of this cause, that the execution of the instruments

of writing in plaintiff's amended and consolidated petition declared upon was confessed by defendant's second amended answer to plaintiff's amended and consolidated petition.

(5th.) The court erred in finding and declaring as an issue of law upon the trial of this cause, that the execution of the bond numbered 5, offered in evidence by plaintiff, contrary to defendant's objections, was confessed by defendant's second amended answer to plaintiff's amended and consolidated petition.

(6th.) The court erred in finding and declaring as an issue of law upon the trial of this cause, that there were no issues of fact
238 presented upon which the court sitting as a jury could make a special finding of facts, and in therefore refusing to make such special finding of facts as requested by defendant.

(7th.) The verdict of the court siting as a jury was unsupported by and contrary to the evidence.

(8th.) The verdict of the court sitting as a jury was contrary to the law in such case made and provided.

HENRY A. CUNNINGHAM,
Att'y for Defendant.

And afterwards, to wit, on the 23d day of April, A. D. 1880, the following motion in arrest of judgment was filed in said cause, to wit:

Motion in Arrest of Judgment.

In the Circuit Court of the United States for the Eastern District of Missouri. Mc'h Term, 1880.

WILLIAM HILL, Plaintiff, *vs.* THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.	Nos. 1287 and 1153. Consolidated.

Now comes the defendant, by Henry A. Cunningham, its
239 attorney, and moves the court to arrest the judgment in this cause rendered, for the reasons—

(1st.) Upon the record it is manifest that said judgment is erroneous.

(2d.) Plaintiff's amended and consolidated petition does not state facts sufficient to constitute a cause of action against this defendant.

(3d.) The judgment exceeds the amount which under any circumstances plaintiff could herein recover.

(4th.) In the judgment herein have been merged coupons which matured after the date of the institution of the suits herein, and concerning which the court could not even by consent obtain jurisdiction.

(5th.) The verdict of the court sitting as a jury is not responsive to the issues made by the pleadings.

(6th.) The court sitting as a jury has not found upon the issues made by the pleadings.

H. A. CUNNINGHAM,
Att'y for Defendant.
WALDO P. JOHNSON,
Att'y for Def't.

240 And afterwards, to wit, on the 23d day of April, A. D. 1880, the following remittitur was filed in said cause, to wit:

Remittitur.

In the Circuit Court of the United States for the Eastern District of Missouri. March Term, 1880.

WILLIAM HILL
vs.
SCOTLAND COUNTY. } Remittitur.

Comes now the plaintiff, by his attorneys, A. J. Baker and F. T. Hughes, and by the consent and at the suggestion of the court, files this his remittitur, and says that he remits so much of his judgment as is based upon coupons filed herein, and which matured after this suit wes brought, to wit, after — August, 1880, being in the sum of eight thousand four hundred and sixty dollars and twenty-four cents, leaving said judgment to stand as and for the sum of forty-five thousand four hundred and ninety-one dollars ($44),491.00.)

A. J. BAKER AND F. T. HUGHES,
Att'ys for Plaintiff.

241 And afterwards, to wit, on the 23d day of April, A. D. 1880, the following further proceedings were had, and appear of record in said cause, to wit:

Mot. for New Trial and in Arrest Filed. Overruled. Remittitur Filed. Mot. in Arrest Overruled. Leave to withdraw Cert. Coupons.

WILLIAM HILL, Plaintiff
vs.
SCOTLAND COUNTY, Defendant. } 1287.

This day comes the parties by their respective attorneys, and thereupon the defendant, by its attorneys, files its motion for a new trial herein, which motion being submitted to the court by consent of the respective parties to this cause, and the court having considered the same, it is now ordered that said motion be, and the same is, overruled, to which ruling of the court defendant excepts. And thereupon said defendant, by its attorneys, files its motion in arrest of judgment in this cause, which being submitted to the court by consent of the respective parties to this suit, the plaintiff by his attorneys elect to remit the amount of the judgment which is based upon coupons falling due after August 6th, 1878, and thereupon

files his remittitur in the sum of eight thousand four hundred
242 and sixty dollars and twenty-four cents, leaving said judgment to stand as and for forty-five thousand four hundred and ninety-one dollars. And thereupon the court overrules said motion in arrest, subject to defendant's exceptions.

And it is further ordered that the plaintiff have leave to withdraw the said coupons in said suit which matured after said 6th day of August, 1878, uncanceled, with leave to again sue upon the same, which said coupons are as follows, to wit: The 8th maturing coupons from bonds numbered 65, 106, 153, 10, 4, 12, 78, 88, 80, 79, 164, 31, 64, 63, 66, 140, 139, 67, 98, 138, 141, 142, 189, 190, 188, 187, 179, 178, 68, 70, 69, 75, 84, 82, 93, 85, 57, 97, 101, 102, 104, 105, 16, 17, 18, 40, 39, 103, 56, 174, 175, 176, 173, 46, 71, 45, 14, 167, 163, 27, 29, 30, 35, 36, 37, 6, 25, 26, 166, 161, 135, 11, 162, 160, 137, 136, 92, 38, 90, 154, 33, 156, 32, 157, 155, 34, 84, 89, 76, 77, 159, 158, 134, 177, to all of which defendant at the time excepted.

243 And afterwards, to wit, on the 1st day of May, A. D. 1880, the following further proceedings were had, and appear of record in said cause, to wit:

Ord. on Pl'ff to produce Bond No. 5 sued on.

WILLIAM HILL, Plaintiff,
vs. } 1287.
SCOTLAND COUNTY, Defendant.

Ordered that plaintiff produce herein, on, or before May 13th, 1880, the bond No. 5 by him offered in evidence on the trial of this cause, so that the form of said bond, as set up in bill of exceptions heretofore tendered by defendant, may be verified, and that on the 13th of May, A. D. 1880, bills of exception in said cause shall be signed by the court, and the clerk notify Messrs. Hughes and Baker, counsel for plaintiff, of this order.

Bills of Exceptions Filed.

And afterwards, to wit, on the 13th day of May, A. D. 1880, the following further proceedings were had and appear of record in said cause, to wit:

WILLIAM HILL, Plaintiff,
vs. } 1287.
SCOTLAND COUNTY, Defendant.

244 Now comes the defendant, by attorneys, and present to the court its two bills of exceptions, which are allowed, signed,
245 and ordered to be filed as a part of the record herein, respectively numbered 1 and 2; which said bills of exceptions are in the words and figures following, to wit:

1st Bill of Exceptions as to Ruling of Court upon Motions for Judgment. Filed May 13th, 1880.

In the Circuit Court of the United States for the Eastern District of Missouri. March Term, A. D. 1880.

WILLIAM HILL, Plaintiff, *vs.* THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.	No. 1287 and No. 1153. Consolidated.

Be it remembered that at the present March term, A. D. 1880, of this court the following proceedings were had in the above-entitled cause on the 30th day of March, A. D. 1880, the motion of defendant for judgment, in words and figures as follows:

Motion for Judgment.

In the Circuit Court of the United States for the Eastern District of Missouri. Sept. Term, 1879.

WILLIAM HILL, Plaintiff, *vs.* THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.	No. 1287.

Now comes the defendant, by its counsel, and moves the court to render judgment in behalf of defendant in this cause, be-
246 cause by operation of law under the pleadings in this cause valid and sufficient defences set forth in defendant's second amended answer to plaintiff's amended and consolidated petition are to be taken as uncontroverted and confessed by plaintiff.

HENRY A. CUNNINGHAM,
AND JOHNSON,
Att'ys for Defendant.

Which having been duly submitted to the court by the respective counsel of plaintiff and defendant, was by the court overruled in an order, as follows:

Mot. for Judgment Overruled.

WILLIAM HILL, Plaintiff, *vs.* SCOTLAND COUNTY, Defendant.	1287.

Now comes the parties, by their attorneys, and the court having considered the defendant's motion for judgment on the pleadings herein, orders that said motion be, and the same is hereby, overruled, subject to defendant's exceptions.

To which ruling of the court, as embodied in said order, the defendant at the time then and there excepted.

247 Wherefore defendant prays the court that this its bill of

exceptions be signed, sealed, and made part of the record in this cause, which is accordingly done, this 13th day of May, 1880.

SAMUEL TREAT. [SEAL.]

248 *Second Bill of Exceptions as to Rulings of the Court upon the Trial of said Cause. Filed May 13th, 1880.*

In the Circuit Court of the United States for the Eastern District of Missouri. March Term, 1880.

WILLIAM HILL, Plaintiff,
vs.
THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant. } No. 1287 and 1153.

Be it remembered, that on the trial of the above-entitled cause, on the 22d day of April, 1880, the following proceedings were had:

The plaintiff, to sustain the issues upon his part made, offered evidence as follows:

Plaintiff offers in evidence 468 instruments of writing styled coupons, pasted in a book filed in this cause, each of which, excepting the number of coupons, or of the bond from which the same purported to have been detached, was in words and figures as follows:

80. Memphis, Mo., Sept. 1st, 1870. 80.

The County of Scotland, State of Missouri, will pay to the
249 bearer, on December 31st, 1873, at the Farmers' Loan and Trust Co., in New York, eighty dollars, being one year's interest on bond No. 5, for $1,000.

S. McDONALD,
County Clerk.

None of said coupons thus offered in evidence had upon them any revenue stamp of the United States, or bore any evidence of having at any time been so stamped.

To the admission of each of which instruments of writing or coupons in evidence the defendant objected:

Firstly. Because there was no proof that the defendant, Scotland County, executed said coupons.

Whereupon the court declared the law to be that the execution of each of said coupons by defendant was admitted by defendant in the pleadings, and overruled said objection.

To which ruling of the court the defendant at the time then and there duly excepted.

The defendant objected, secondly, to the admission in evidence of said coupons, because no evidence had been offered that said
250 coupons had been detached from the bonds referred to in plaintiff's amended and consolidated petition, January 29th, 1879, and because it was manifest that said coupons had upon them no revenue stamps, and that the instruments had not been shown to

be coupons or instruments issued by a county in the exercise of its ordinary functions.

Each of which several objections the court overruled, and admitted said coupons in evidence; to each of which rulings of the court the defendant at the time then and there excepted.

Plaintiff then offered in evidence an instrument styled Bond No. 5, in words and figures as follows:

"$1,000. United States of America. No. 5.

"Eight per cent. Railroad Bond.

"County of Scotland. Twenty-five years.

"Know all men by these presents, that the county of Scotland, in the State of Missouri, acknowledges itself indebted to the Missouri, Iowa and Nebraska Railway Company, a corporation existing under and by virtue of the laws of the States of Missouri and Iowa, formed by consolidation of the Alexandria and Nebraska City Railroad Company (formerly Alexandria and Bloomfield Railroad Com-
251 pany), of the State of Missouri, and the Iowa Southern Railway Company, of the State of Iowa, in the sum of $1,000, which sum the said county hereby promises to pay to the said Missouri, Iowa and Nebraska Railway Company, or bearer, at the Farmers' Loan and Trust Company, New York, on the thirty-first day of December, A. D. 1895, together with interest thereon from the thirty-first day of December, 1870, at the rate of eight per cent. per annum, which interest shall be payable annually in the city of New York on the thirty-first day of December in each year as the same shall become due, on the presentation of the coupon hereto annexed. This bond being issued under and pursuant to an order of the county court of said Scotland County for subscription to the stock of the Missouri, Iowa and Nebraska Railway Company, as authorized by an act of the General Assembly of the State of Missouri, entitled 'An act to incorporate the Alexandria and Bloomfield Railroad Company,' approved Feb. 9, 1857.

"In testimony whereof the said county of Scotland has executed this bond by the presiding justice of the county court of said
252 county under the order of said court, signing his name hereto and the clerk of said court under the order thereof, attesting the same, and affixing thereto the seal of said court. This done at the town of Memphis, in the county of Scotland, in the State of Missouri, this first day of September, A. D. 1870.

"WILLIAM DAWSON,

"*Presiding Justice of the County Court of Scotland County, Mo.*

"Attest:

"[SEAL.] STERLING McDONALD,

"*Clerk of the County Court of Scotland County, Mo.*"

Countersigned and delivered, this 20th day of September, 1871:

CHARLE METZ, *Trustee.*

Said bond No. 5 had upon it when offered in evidence no revenue stamp of the United States and bore no evidence of ever having

been stamped with a revenue stamp. To the admission of which bond in evidence the defendant objected, because the execution of said bond by defendant had not been proven in conformity to law, because the answer does not admit the execution either of
253 the bonds or coupons referred to in the plaintiff's petition, because no authority for the execution of said bonds had been shown by plaintiff, as required by law, because said bond was not stamped with a revenue stamp and was not shown to be an instrument executed by defendant in its ordinary capacity, each of which objections the court overruled, to which rulings of the court the defendant, at the time, then and there excepted. Thereupon the court declared the law to be that the 2d, 3d, and 4th count of defendant's second amended answer to plaintiff's consolidated petition admitted the execution of the instruments sued on by the persons named in their official capacity, and that they had authority to bind the county defendant herein, to which ruling of the court the defendant, at the time, then and there excepted.

Without having offered other evidences than, as hereinbefore set forth, the plaintiff rested his case, whereupon the defendant moved the court to declare the law to be that upon the case as made by plaintiff he could not recover judgment against defendant, which declaration the court refused to make, to which ruling of the court the defendant, at the time, then and there excepted.

254 The defendant offered to prove that the plaintiff was not the owner of any of the coupons involved in this suit. The court excluded the evidence, to which ruling of the court the defendant, at the time, then and there excepted.

Defendant offered to prove the allegations of its answer setting up that no election was held or ordered to be held in said county of Scotland, in the State of Missouri, for the purpose of obtaining the assent of either a majority of the tax payers or resident voters of said county, or of two-thirds of the qualified voters of said county to any subscription of stock to the Missouri, Iowa and Nebraska Railway Company, or any other company, or to any issue of bonds thereto; which evidence the court excluded, to which ruling of the court the defendant, at the time, then and there excepted.

The defendant offered to prove the fourth count of its answer setting up the injunction suit of Levi J. Wagner *et al. vs.* Metz *et al.* and offered to prove that the plaintiff, and those under whom he claimed, had notice of the pendency of the suit aforesaid, the record of which the defendant therewith offered, which record was in words and figures following, to wit:

255 *Record in Injunction Suit of Levi J. Wagner et al. vs. Metz et al.*

STATE OF MISSOURI, *County of Scotland:*

Be it remembered that heretofore, to wit, on the 11th day of September, A. D. 1871, there was filed in the office of the clerk of the circuit court of said county of Scotland, a petition, which said petition is in words and figures as follows, to wit:

In the Circuit Court of Scotland County.

LEVI J. WAGNER, JACOB M. THOMPSON, CHARLES Falker, James M. Gordon, and Joseph Sparks, Plaintiffs,

against

CHARLES METZ, JAMES S. FULLERTON, WILLIAM DAWson, David B. Cooper and James E. Marquis, Defendants, Missouri, I. and Nebraska Railway Company. } Injunction.

To the Hon. Elias V. Wilson, judge of the circuit court of Scotland county, in the fourth judicial circuit, and of the 4th judicial circuit court in the State of Missouri:

Plaintiffs state that they are residents and tax-payers and
256 citizens of Scotland co. Mo; that on the 9th day of August, A. D. 1870, the defendants, William Dawson, David B. Cooper, and James E. Marquis, were justices of the county court of Scotland county, Missouri, duly commissioned and qualified, and acting as such, and that on the said day and year aforesaid, while sitting as as the county court of said county of Scotland, they, the said justices, then and there unlawfully and without authority of law, did make and cause to be entered of record the following illegal and unlawful order, to wit: At this day a petition was presented to the court, signed by Charles Metz, H. H. Downing, H. H. Montgomery, David Gwynne, R. P. Wayland, and divers other persons to the number thirteen hundred and sixty-five tax-payers and residents of said county, praying the court to subscribe the sum of two hundred thousand dollars stock in the Missouri, Iowa and Nebraska Railway Company, payable in county bonds, due twenty-five years from date, bearing interest from date at the rate of eight per cent. per annum, payable annually, commencing from date of compliance of contract on the part of the company of said railroad. Now,
257 therefore, in consideration of the prayer of the petitioners, and in pursuance and by virtue of law, and the power therein given to the court to subscribe stock in said railroad company, it is ordered by the court that the county of Scotland, in the State of Missouri, do hereby subscribe the sum of two hundred thousand dollars capital stock of the Missouri, Iowa and Nebraska Railway Company, payable in the bonds of said county of the denomination of one thousand dollars each, due twenty-five years from the date of issue, and bearing eight per cent. interest per annum, the interest payable annually in the city of New York on the terms and conditions following, to wit: One hundred thousand dollars of said bonds to be delivered to said company when said road shall have been graded, bridged, and tied, and the track laid and the cars running thereon from Alexandria, Missouri, to a permanent depot located within one-half mile of the court-house in Memphis, in said county, and the remaining one hundred thousand dollars of said bonds to be delivered to said company when said company shall have then completed their said line of road from Memphis to the western north
258 line of said county and the cars are running over the same

through said county: Provided said railway shall be so located as to miss the western and strike the north line of said county, it shall do so at a point not exceeding four miles east of the northwest corner of said county; said railroad shall be so built and the cars running thereon as aforesaid, within two years from the date of this order, otherwise this subscription shall be null and void. And it is ordered further, that Henry W. Gorinlee, and he is hereby appointed agent for said county of Scotland, to subscribe the stock of said county upon the books of said company, to represent said county at the meetings of the stockholders of said company, to cast the vote of said company and receive its dividends, and in order that the interest of the people may be fully guarded, the court doth appoint as trustee Charles Metz, of said county, whose duty it shall be to receive from the clerk of the county court of Scotland county as aforesaid the above mentioned bonds as soon as the same are issued, and to have custody of the same, and as soon as the said railway company shall have complied with the stipulation above set forth, the said trustee shall deliver the aforesaid bonds to the treas-
259 urer or other authorized agent of said railway company, and shall at the same time receive from said treasurer or other agent of said company, an equal amount in certificates of stock of the said railway company, which said certificate of stock the said trustee shall deposit in the hands of the treasurer of said county of Scotland, taking his receipt for the same, which said receipt, together with a written report of his action shall be presented to the county court at the next meeting thereafter. And that said agent or trustee shall give bond in the sum of three hundred thousand dollars to the said county of Scotland, with security to be approved by the county court of said county, for the safe keeping of said bonds and the faithful performance of said trust.

It is further ordered by the court that the county attorney for said county shall proceed to have said bonds printed or lithographed, that the presiding justice of the county court of said county shall sign the same, and the clerk of the county court of said county shall make the proper attestation of his signature, and that said bonds shall have annual coupons attached, and that the trustee aforesaid shall, when he delivers said bonds to said railway company, detach any or all coupons for inter-
260 est that may have past maturity, and *and* cancel and return the same to the treasurer of said county when his report as aforesaid is made, and shall enter upon the next maturing coupon on said bonds the date of delivery to said company in order that said company shall receive interest only from the date they are entitled to receive said bonds; it is provided further that said railroad company shall pay the expenses of lithographing and printing said bonds. Plaintiffs further state that said county justices, setting as a court, illegally and without the authority of law, on the day and year aforesaid, appointed the said Henry M. Gorin agent for said county of Scotland to subscribe said stock of said county upon the books of said railway company, and illegally, by and without the authority of law, authorized said Gorin to represent said county at

the meeting of the stockholders of said company, and illegally and without the authority of law authorized said Gorin to cast the *the* vote of said county and receive the dividends, and illegally and without the authority of law appointed the defendant, Charles Metz,
trustee to receive same bonds, and illegally and without the
261 authority of law directed him to receive said bonds per the
clerk of the county court of Scotland county aforesaid as soon as the same were issued, and illegally and without authority of law authorized him *him* to have the custody of said bonds, and illegally and without the authority of law authorized the said Metz to deliver said bonds to said railway company, and all other powers conferred upon said Metz by the said county justices sitting as a court illegally, and without authority of law, and that the said justices sitting as a court on the day and year aforesaid, illegally and without the authority of law subscribed two hundred thousand dollars to the capital stock of the Missouri, Iowa and Nebraska Railway Company, and illegally, and without the authority of law, ordered and authorized the county attorney of said county of Scotland to have said bonds printed or lithographed, and illegally and without the authority of law ordered and authorized the presiding justice the of county court of said county to sign said—, and illegally and without the authority of law ordered and authorized the clerk of the county court of said county to make the proper attestations of his signature; and plaintiffs further charge that all other
acts of the said justices sitting as a court of and con-
262 cerning the subscription to capital stock of said railway
company were wholly illegal and without the authority of law. Plaintiffs further state afterwards, to wit, on the — day of —, 1870, the said county justices, sitting as a court illegally and without the authority of law, caused said bonds to be issued, printed, lithographed, and signed by the presiding justice of the county court of said county, and illegally and without the authority of law caused the same to be delivered into the possession of the defendant, Charles Metz. Pl'ffs now state that defendant, Metz, now has in his possession and in his care and custody, and under his control, to be delivered to said company or its lawfully authorized agents or its assigns, upon the said company complying with the terms, stipulations, and conditions in the said illegal order of the county court aforesaid. Plaintiff states that said railroad company have located the line of their road within one-half mile of the court-house in said county of Scotland, and that the same has been graded, bridged, and tied, and the track laid from said town of
Alexander to within some five to eight miles of said court-
263 house, and the work still progressing thereon to completion
on same line or route from said court-house as aforesaid unknown to pl'ff's. Plaintiff says that said company has permanently located a depot on said line within one-half mile of said court-house, and that said road is graded, bridged, and tied and track laid to within some five or eight miles of the place at which said depot is so located as aforesaid, and that if the laying of the track of said road progresses as it has been doing for a few months past,

it will be but a few weeks before it reaches the depot location as aforesaid. Plaintiffs now aver and charge that the said railroad company has no power or authority under its charter or articles of associations or consolidation, or under the laws of this State, to locate and build its road from Alexander, as aforesaid, by way of court-house or upon the line aforesaid; and that its location within one-half mile of the court-house aforesaid and upon said line and the building of said road is without warrant or authority of law, and the subscription by the court aforesaid, or agent thereof, to said company for stock as aforesaid is null and void. Plaintiffs
264 aver and state that said Metz is now ready to deliver one hundred thousand dollars of said bonds so as aforesaid delivered to him upon the completion of said road to the depot location as aforesaid, the said railroad company or its assigns, and intends so to do. Plaintiffs aver and further state that if said bonds should be so delivered that it is the intention of said company to assign and transfer them to innocent purchasers to raise money to pay for work, &c., done and performed in, on, or about said road, and that, as citizens and taxpayers, as aforesaid, that they will suffer great wrong and irreparable injury and damage thereby; wherefore, pl'ffs pray that the said Metz be restrained and enjoined from the delivery of said bonds or coupons, or *or* any part thereof, to said company or any other company or person, and that, upon a final hearing of this cause, he be required to deliver the same in court here to be canceled, and that court do cancel the same, and that said justices of the county court aforesaid be restrained and enjoined from appointing any further persons or agents for said county of Scotland to have or posssess said bonds or coupons, or to act
265 in the board of said railroad company, and that said Fullerton be restrained and enjoined from paying said bonds or coupons, or any part thereof, out of any money belonging to said county of Scotland, or which he holds or may held as treasurer thereof.

L. J. WAGNER,
BLAIR, ANDERSON, HILLIS & CONRAD,
Att'ys for Pl'ff.

Levi J. Wagner one of the plaintiffs, makes oath and says that the matters and things set forth in the above petition are true to the best of his kowledge and belief.

L. J. WAGNER.

Subscribed and sworn to before me, this 7th day of Sept., 1871.
THOMAS B. JEFFRES, *Clerk.*

Filed Sept. 11th, 1871.
CHARLES S. MARTIN, *Clerk.*

And afterwards, to wit, on the 3d day of October, A. D. 1871, at a circuit court continued and held at the court-house, in the
266 town of Memphis, in said county, before Hon. E. V. Wilson, judge, the following, among other proceedings, were had, to wit:

LEVI J. WAGNER, JACOB M. JOHNSON, Charles Folker, James M. Gordon, and Joseph Sparks, Plaintiffs,
against
CHARLES METZ, JAMES S. FULLERTON, William Dawson, David B. Cooper, and James E. Marquis, Defendants.
} Petition for injunction.

Now comes George Forester and Washington Forrestor, by their attorney, Edwin G. Pratt, and file herein their motion, which motion is as follows, to wit:

LEVI J. WAGNER *et al.*
vs.
CHARLES METZ *et al.*
} Injunction.

George Forister and George Washington Forister come and suggests to the court that they are informed that they are parties to a bond in accordance with law given in case an injunction be granted in the above cause; they aver said bond was prepared as they
267 supposed for costs and expenses upon an application for injunction against Charles Metz *et al.* at the circuit court of Lewis county, in September. They aver that they have not consented to join in any bond to be given in the above instituted — in case an injunction be granted, and they ask to be discharged, and that the bond was not given by them for the purposes of this cause, nor will they join therein to restrain defendant according to the prayer of the bill, and they ask the protection of the court in the premises.

EDWIN G. PRATT,
Att'y for George Forrister and George W. Forrister.

Filed Oct. 3d, 1871.

C. S. MARTIN, *Clerk.*

And afterwards, to wit, on the 4th day of October, A. D. 1871, at a circuit court continued and held at the court-house in the town of Memphis, in said county of Scotland, before Hon. E. V. Wilson, judge, the following, among other proceedings, were had, to wit:

LEVI J. WAGNER *et al.*
vs.
CHARLES METZ *et al.*
} Injunction.

268 Now comes William Searight, by his attorneys, Birch and Mackey, and files herein his motion, which said motion is as follows, to wit:

LEVI J. WAGNER *et al.*
vs.
CHARLES METZ *et al.*
} Injunction.

William Searight comes and suggests to the court that he is in-

formed that he is party in a bond in accordance to law, in case an injunction be granted in the above cause; he avers that said bond was prepared, as he supposed, for costs and expenses, when an application for injunction against Charles Metz *et al.*, at the circuit court of Lewis county, in September. He avers that he has not consented to join in any bond to be given in the above-entitled cause in case an injunction be granted, and he asks to be discharged, and that the bond was not given by him for the purpose of this cause, nor will he join therein to restrain the defendants according to the prayer of the petitioner, and he asks the protection of the court in the premises.

BIRCH & MACKEY,
For Searight.

269 Filed Oct. 8th, 1871.

CHARLES S. MARTIN, *Clerk.*

And afterwards, at the same term of court, to wit, October term, A. D. 1871, and on the 12th day of said month, the following, among other proceedings, were had, to wit:

LEVI J. WAGNER, JACOB M. JOHNSON, CHARLES FOLKER, AND JAMES M. GORDON, AND JOSEPH SPARKS, Plaintiffs,

vs.

CHARLES METZ, JAMES S. FULLERTON, WILLIAM DAWSON, DAVID B. COOPER, AND JAMES E. MARQUIS, Defendants.

Now, at this day comes the said plaintiffs, by their said attorneys, and move the court for leave to file herein their amended petition in this cause sixty days before the next term of this court, and there appearing no objections thereto, said motion is granted and said cause continued.

And afterwards, to wit, on the 28th day of Aug., A. D. 1873, at a circuit court continued and held at the court-house in the town
270 of Memphis, in said county of Scotland, before the Hon. E. V. Wilson, judge, the following, among other proceedings, were had, to wit:

LEVI J. WAGNER *et al.*
vs.
CHARLES METZ *et al.* } Injunction.

Now, at this day this cause coming on to be heard, and thereupon come the said parties by their respective attorneys, and thereupon, on motion of said plaintiffs, leave is granted them to file amended petition herein instanter. Amended petition thereupon filed by said plaintiff, to all of which defendant excepts, and pray that their exceptions may be noted, which is accordingly done, and the cause continued until the next term of this court.

In the Circuit Court of Scotland County, Missouri.

LEVI J. WAGNER, JACOB M. JOHNSON, CHARLES FOLKER, JAMES M. Gordon, and Joseph Sparks, Plaintiffs,

vs.

MISSOURI, IOWA, AND NEBRASKA RAILWAY COMPANY, CHARLES METZ, James S. Fullerton, William Dawson, David B. Cooper, and James E. Marquis, Defendants.

271 Plaintiffs, by way of amendment to their original petition herein, state that by an act of the General Assembly of the State of Missouri, entitled "An act to incorporate the Alexandria and Bloomfield Railroad Company, approved February 28th, 1857, the Alexandria and Bloomfield Railroad Company was chartered and incorporated; that by such charter said company was authorized to survey, mark, locate, and construct a railroad from the city of Alexandria, in the county of Clarke, in the State of Missouri, in the direction of Bloomfield, in the State of Iowa, to such point on the northern bounday line, in the State of Missouri, as shall be agreed upon by said company and a company authorized on the part of the State of Iowa, to construct a railroad to intersect the road authorized to be constructed by the provisions of this act at the most practicable point on said State line. Plaintiffs state that said Alexandria and Bloomfield Railroad Company was duly organized in the year A. D. 1864, and existed under the name and style of the Alexandria and Bloomfield Railroad Company until the
272 day of the date hereinafter mentioned. Plaintiffs state that the General Assembly of the State of Missouri afterwards, to wit, on the 19th day of February, 1866 passed an act, entitled "An act to amend an act entitled to incorporate the Alexandria and Bloomfield Company, approved August 9th, 1857, authorizing said company to change the incorporate name, also authorizing said company to extend said road from a point at or near Luray, in Clark county, Missouri, to Nebraska City, in Nebraska Territory, by way of or near Rock Port, Atchison county, Missouri, and also authorizing said company to accept all or any of the sections of this act, the same to be binding on said railroad company," which was duly approved on February the 19th, 1866. Plaintiffs state that said company soon thereafter adopted the first section, and no other of said last named act, and from thence forward said Alexandria and Bloomfield Railway Company took, used, and was known by the name of the Alexandria and the Nebraska City Railroad Company up to the date hereinafter named, viz, May 2d, A. D. 1870, and did proceed to survey, mark, and locate the *the* line of their said road, and did permanently locate the the same, commencing at the said
273 town of Alexandria, and running thence westerly to the town of Luray, in said county of Clark; thence in a northwesterly direction up the divide between the waters of the Wyconda and the Little Fox river, crossing the line between Scotland and Clark county, about five miles south of the Iowa and Missouri line; thence in the direction of Bloomfield aforesaid, through said Scotland

county, striking said Missouri and Iowa line some ten miles east of the northwest corner of said Scotland county, the greater portion of which said line from Luray to the State line as aforesaid was granted by said company. Plaintiffs state that prior to the 2d day of May, A. D. 1870, a railroad company was formed, organized and incorporated under the laws of and in the State of Iowa, under the name and style of the Iowa Southern Railway Company, for the purpose of building a railroad in said state to the Missouri and Iowa State line, and continued to exist and be in full force until the 2d day of May, A. D. 1870, when it was consolidated with the said Alexandria and the Nebraska City Railroad Company, as hereinafter stated. Plaintiffs further state that afterwards, to wit, on the 26th day of March, A. D. 1870, the said Alexandria and
274 the Nebraska City Railroad Company and the said Iowa Southern Railroad Company, did by their certain written articles—agreement and association by the president and directors of said companies, respectively, signed unto said companies into one company and consolidated the capital stock thereof upon the terms and stipulations therein set out and named. A duly certified copy of which is herewith filed as Exhibit "A."

Plaintiffs state that the terms and provisions of said consolidation were by the holders of a majority of the capital stock in said Iowa and Southern Railway Company, on the 23d day of April, A. D. 1870, and by the holder of a majority of the capital stock in the Alexandria and Nebraska Railroad Company, on the 2d day of May, 1870, duly appointed, as will appear by the certificates of the secretaries of said companies respectively attached to said articles of consolidation; plaintiffs state that by the said articles of consolidation it was stipulated and agreed, between said companies, that the name of said consolidated company shall be "The Missouri, Iowa and Nebraska Railway Company," which pl'ffs aver is now its name.

Plaintiffs further state that by the thirteenth article of con-
275 solidation aforesaid it is stipulated and agreed as follows: The line of the consolidated railway shall extend continuously from the city of Alexandria, Clark county, Missouri, on the Mississippi River, its eastern terminus as the same is now located and partially graded to Centreville, in Appanoose county, Iowa, thence west to the Missouri river, as contemplated by the charter of the Iowa Southern Railway Company; and the said consolidated company shall complete and put in operation said line of railway, from the city of Alexandria, Missouri, to Centreville, Iowa, and from thence westward to the Missouri river, as soon as practicable, and shall continue to maintain and operate said railway as a first class road at, from, and between the said terminus through its entire length, during the corporate existence of the said consolidated company. Plaintiffs aver and charge that the line of said road, referred to in said articles thirteen as located and partially graded, was and is the same line so as aforesaid surveyed, marked out, and located, by the said Alexandria and the Nebraska City Railroad Company, in a northwesterly direction, to Iowa and Missouri line from Luray as aforesaid, and the grading upon which had

276 been by said company the greater portion of the way from Alexandria to Luray, and from Luray to the Scotland county line aforesaid had the greater portion of the way from said Scotland and Clark county line as aforesaid.

Plaintiffs state that on the 9th day of August, A. D. 1870, the defendants Dawson, Cooper, and Marquis were, and at the institution of this suit were and now are, the justices of the county court for said county of Scotland, in the State of Missouri, duly commissioned and qualified, and that on said day, whilst as the county court for said county of Scotland, made and caused to be entered of record in said court the following order and proceedings, viz.: At this day a petition was presented to the court, signed by Charles Metz, H. H. Downing, H. H. Montgomery, David Gwynne, R. P. Wayland, and divers other persons, to the number of thirteen hundred and sixty-five taxpayers and residents of said county, praying the court to subscribe the sum of two hundred thousand dollars stock to the Missouri, Iowa and Nebraska Railroad Company, payable in county bonds due twenty-five years from date, bearing interest at the rate of eight per cent. per annum, the interest payable
277 semi-annually, commencing from date of completion and of contract on the part of said railway company. Now, therefore, in consideration of the prayer of the petitioners, and in pursuance and by virtue of law and the power that is given to the court to subscribe stock in said railway company, it is ordered by the court that the county of Scotland, in the State of Missouri, do hereby subscribe the sum of two hundred thousand dollars to the capital stock of the Missouri, Iowa and Nebraska Railway Company, payable in the bonds of said county of the denomination of one thousand dollars each, due twenty-five years from the date of issue, and bearing eight per cent. per annum, the interest payable annually in the city of New York on the terms and conditions following: One hundred thousand dollars of said bonds to be delivered to said railway company when said road shall — been graded, bridged, and tied, and the track laid and the cars running through from Alexandria, Missouri, to a permanent depot located in one-half mile of the court house in Memphis, in said county, and there issuing one hundred thousand dollars of said bonds to be delivered to said company when said company shall have completed their said
278 line of road from Memphis to the west or north line of said county and the cars running over the same through said county, provided the said railroad shall be so located as to miss the west line and strike the north line of said county, it shall do so at a point not exceeding four miles east of the northwest corner of said county said railroad shall be so built and the cars cars running through, as aforesaid, within two years from the date of this order, otherwise this subscription shall be null and void. And it is ordered further that Henry M. Govin be, and he is hereby, appointed agent for said county of Scotland to subscribe the stock of said county upon the books of said company, to represent said county at the meetings of the stockholders of said company, to cast the vote of said county, and receive the dividend, and in order that the in-

terests of the people may be fully guaranteed, the court doth appoint as trustees Charles Metz, of said county, whose duty it shall be to receive from the clerk of the county court of Scotland county aforesaid the above-mentioned bonds as soon as the same are issued, and to have the custody of the same, and as soon as the said
279 railroad company shall have complied with the stipulations above set forth the said trustee shall deliver the aforesaid bonds to the treasurer or other authorized agent of said railway company, and shall at the same time receive from said treasurer or the agent of said company an equal amount in certificates of stock of said railway company, which said certificates of stock the same trustee shall deposit in the hands of the treasurer of said county of Scotland, taking his receipt for the same, which said receipt, together with a written report of his actions, shall be presented to the county court at the next meeting thereafter; and that said agent or trustee shall give bond in the sum of three hundred thousand dollars to the said county of Scotland, with security, to be approved by the county court of said county, for the safe keeping of said bonds and the faithful performance of said trustee. It is further ordered by the court that the county attorney of said county shall proceed to have said bonds printed or lithographed, and that the presiding justice of the county court of said county shall sign the same, and the clerk of the county court of said county shall make
280 the proper attestation of his signature, and that said bonds shall have annexed coupons attached, and the trustee aforesaid shall, when he delivers said bonds to said railway company, detach all, any, or all coupons for interest that may have passed maturity, and cancel and return the same to the treasurer of said county when his report as aforesaid is made, and shall enter upon the next maturing coupons of said bonds the date of delivery to said company, in order that said company shall receive interest only from the date they are entitled to receive said bonds; it is provided further that said railway company shall pay all the expenses of lithographing and printing said bonds. Plaintiffs say that said court did soon after the date of said order, and before the institution of this suit, subscribe for two hundred thousand dollars stock in the Missouri, Iowa and Nebraska Railway Company for and on behalf of the said county of Scotland, and that said Gorin in pursuance to said order did, soon after the date of said order and before the institution of this suit, enter said subscription upon the books of said company, according to and subject to the conditions in the said order made. Pl'ffs state that the said
281 bonds and coupons were lithographed and printed as ordered and directed in the order aforesaid, and were to the amount of two hundred thousand dollars, with coupons attached, deposited with defendant, Metz, who, on the 12 day of September, A. D. 1871, and at the institution of this suit, held the same duly signed by the presiding justice of said court and the clerk thereof, as prescribed and directed in the said order of the said court, the whole of which order and proceedings, and every act, order, or part thereof by the said county court, as also the act of said Gorin in entering said sub-

scription in the books of said company, pl'ffs aver were done without warrant or authority of law. Plaintiffs say that said Missouri and Nebraska Railroad Co., without warrant or authority of law, previous to the institution of this suit, abandoned the line of their said road located and partly graded as aforesaid in the direction of Bloomfield, Iowa, by said Alexandria and Nebraska City Railroad Company as aforesaid, and as agreed upon and located by the said Iowa Southern Railway Company and the said Alexandria and Nebraska City Railway Company in their articles of consolidations aforesaid, and
282 without warrant or authority of law in pursuance of the terms, stipulations, and conditions in the said illegal order and proceedings of the county court aforesaid, and previous to the institution of this suit, changed the line of their said road as located and partly graded from Alexandria to Bloomfield aforesaid, and located the same as to run from the town of Luray aforesaid by way of Memphis, in the county of Scotland aforesaid, to Lancaster, in Schuyler county aforesaid, and have located the line thereof within one-half mile of the court-house, in said town of Memphis, without warrant or authority of law. Plaintiffs say that on the 12th day of September, A. D. 1871, said company had said road graded, tied, bridged, and cars running thereon from said Alexandria to within two miles of the court-house in Memphis aforesaid, and that after institution of this suit it was finished and completed to within one-half mile of said court-house and a depot located permanently within one-half mile of said court-house, and the cars running on said road from Alexandria aforesaid to said depot location—all of which pl'ff's aver were done and performed with-
283 out warrant or authority of law. Plaintiffs further aver and charge that it was at the issuance of said bonds and at the institution of this suit the object and intention of said county court and said railroad company to have the proceeds of the sale of said bonds applied to the payment of the work and labor done, paid, and performed upon the line of said road, in Scotland county, so as aforesaid illegally and without authority of law located, by way of the town of Memphis and the court house aforesaid; and that said bonds were issued by said county court and received by said commissioner for that purpose and no other, and was the sole consideration for the change of said route by way of Memphis aforesaid; and plaintiffs aver and charge that it was on the said 12th day of September, A. D. 1871, and at the institution of this suit, was the intention of said def't, Metz, to deliver the one hundred thousand dollars of said bonds, with coupons attached, as stipulated in the said illegal order of the said county court aforesaid, to the said Missouri, Iowa and Nebraska Railway Company, or their agents or assigns, unless restrained by suit and injunction. Plaintiffs further aver and charge that two-thirds of the qualified voters of said county of Scotland had not, at the
284 time of said subscription for the capital stock of said company as aforesaid by said county court, and said Goin assented to said subscription at a regular or special election held therein, nor have they since so assented thereto. Plaintiffs say that

def't, Fullerton, at the institution of this suit, was, and now is, the treasurer of said county of Scotland, duly commissioned and qualified. Plaintiffs state that the said justices of the county court aforesaid, did, at the institution of this suit, and now intend while sitting as a county court for Scotland county, to issue the bonds of said county of Scotland, or levy a tax upon all property made taxable by law for county purposes in said county of Scotland. Pl'ffs can't say which to raise funds to pay the coupons attached to said bonds as they fall due, that said county court did, at the institution of this suit, and now intends to issue the bonds of said county of Scotland, or levy a tax upon all property made taxable by law for county purposes in said county of Scotland. Pl'ffs can't say to raise funds to pay off said bonds when due, or the installments thereon, which may be called for from time to time by the
285 board of directors of said Missouri, Iowa and Nebraska Railroad Company, after said bonds shall have become due, which said money or funds so as aforesaid raised or collected to pay off said coupons or bonds, will be paid into the treasury of said county, and warrants drawn therefor on the treasurer of said county in favor of said railroad company or their assigns; that said treasurer intends, and his successors in office will pay off said warrants out of the funds collected as aforesaid, unless said bonds and coupons be delivered up and canceled, or payment thereof be restrained by injunction. Plaintiffs further state at the institution of this suit said railway company intended to assign and transfer said bonds and coupons to innocent purchasers as soon as they receive the same, to raise funds to pay for the work done, and intended to be done in said Scotland county on the line of said road as located through the whole of said county of Scotland, on the south from Luray by way of Memphis as aforesaid. Plaintiffs state that said company had, at the institution of this suit, located the line of their said road from Memphis aforesaid, a little north of west to the town of Lancaster, in Schuyler county, Mis-
286 souri without warrant or authority of law; that said line, as thus located, from Luray, by way of Memphis and Lancaster, aforesaid, does not run in the direction of said town of Bloomfield, in the State of Iowa aforesaid, from the town of Alexandria aforesaid; that it does not run upon the line nor to the point *point* on the northern boundary line of the State of Missouri, nor near the same agreed upon by the said Alexandria and the Nebraska City Railroad Company, as declared and specified in their said articles of consolidation as aforesaid.

Plaintiffs further state that the line of said road, as located by said company, from the town of Luray aforesaid, by way of Memphis and Lancaster, as aforesaid, is a change of the general route of the line of the road as agreed upon and set out by said consolidation and charter of the said Alexandria & Bloomfield Railroad Company as aforesaid, and that said change was not made to shorten the line of said road or to overcome natural objections thereto, or to secure economy in its construction; and pl'ffs further aver and charge that said line was not changed as aforesaid by

a vote of two-thirds of the directors of said Missouri, Iowa
287 and Nebraska Railroad Company; and plaintiffs aver and charge that, at the institution of this suit, they were, and now are, citizens and resident tax-payers of Scotland county aforesaid, and are separately and respectively owners of a large amount of real estate and other property in said Scotland county, taxable by the laws of the State of Missouri for county purposes, and for paying for subscriptions by counties for stock in railroad companies in said State, and for county purposes, and as such citizens their said property will be subject to be assessed and taxed to pay off and discharge said illegal bonds and coupons, unless the said bonds and coupons be delivered up and canceled, or the payment thereof be restrained and enjoined. Wherefore pl'ffs pray that, upon the final hearing of this cause, said defendant Metz be required to bring said bonds and coupons into this court and deliver the same to the clerk hereof, and that the court cancel the same or cause the same to be done, and that the order and proceedings of the county court aforesaid, and which are heretofore set out and recited, be declared null and void, and the said justices and their successors in office be forever restrained and enjoined from further
288 proceedings in the premises or in relation to the payment of said bonds and coupons, or any part thereof; and that said defendant Fullerton, as treasurer of said county of Scotland, and his successor in office, be forever restrained and enjoined from paying off or paying any part of said bonds or coupons, or any bonds or coupons issued in lieu thereof, or upon which money has been borrowed to pay off said bonds and coupons, or any part thereof, and that said railroad company be restrained from recovering said bonds and coupons with its possession or the possession of its agents from said def't Metz, or any other person acting for him or as the pretended agents of said county of Scotland.

ANDERSON & BLAIR,
Att'ys for Pl'ffs.

Filed August, 1872. C. S. MARTIN, *Clerk.*

And afterwards, to wit, on the 23d day of December, A. D. 1872, at a circuit court continued and held at the court-house, in the town of Memphis, Scotland county, Missouri, before Hon. E. V.
289 Wilson, judge, the following, among other proceedings, were had, to wit:

LEWIS J. WAGNER *et al.*
vs.
CHARLES METZ *et al.*
} Injunction.

On application of the defendants, leave is hereby granted to file their answer to plaintiffs' amended petition 30 days before the next regular term of this court, to which time this cause is continued.

LEVI J. WAGNER, JACOB M. THOMPSON, Charles Folker, James M. Gordon, and Joseph Sparks, Plaintiffs,
against
MISSOURI, IOWA AND NEBRASKA RAILWAY Company, Charles Metz, James S. Fullerton, William Dawson, David B. Cooper, and James E. Marquis, Def'ts.

In the Scotland County Circuit Court. April Term, A. D. 1873.

Now comes the said defendants, and for answer to the petition of said plaintiffs herein, leave of the court for that purpose having been first had and obtained, say: Defendants admit each and every allegation of said petition of said plaintiffs' relation to the charter and organization of the Alexandria and Bloomfield Railroad Company, but defendants deny that there was ever, under or by virtue of said
290 charter or under any other charter, any permanent location of the said Alexandria and Bloomfield Railroad on the said Alexandria and Nebraska City Railroad previous to the consolidation, as in said petition set forth, west or northwest of the town of Luray, in Clark county, Missouri, aforesaid, in the articles indicated by said plaintiffs in their said petition herein. Defendants admit, as in the said petition of the said plaintiffs charged, the incorporation and (their) existence of the Iowa Southern Railroad Company, and that said company continues to be known as the Iowa Southern Railroad Company until the 2d day of August, A. D. 1870, when said railroad company was consolidated with the Alexandria and Nebraska City Railroad Company, when, upon said several acts, as in said petition more particularly set forth, to wit, the ratification of said several articles of consolidation by said Iowa Southern Railroad Company and said Alexandria and Nebraska City Railroad Company, the name was changed, and said respective railroad companies became and were merged into the Missouri, Iowa and Nebraska Railway Company, now defendants, and that said acts of consolidation, and the said several acts of ratification and approval by *by* the said contracting parties to the said several articles of consolidation, as
— the said petition of the said plaintiffs more particularly set
291 forth, defendants admit to be true. And defendants furthermore admit that by the terms of said article thirteen of said articles of consolidation, as in petition set forth, said consolidated road, The Missouri, Iowa and Nebraska Railway Company, now defendant, was bound to construct and operate said road so constructed from Luray, in Clark county, Missouri, as then located and partially graded to Centreville, in Appanoose county, Iowa, thence west to the Missouri river, as contemplated by the charter of the Iowa Southern Railroad Company, on the nearest and most practicable route, and that the said route by way of Arbela and Courthouse in Memphis, in Scotland county, as the cause is now contemplated operated owing to the shortness of the time thereof. Economy of the construction and the facility and productiveness of its operation is the most practicable route between said points for the construction and operation of said railroad, and defendants specifi-

cally deny that said article thirteen of said articles of consolidation referred to or contemplated said northwesterly direction, as referred to in said petition of said plaintiffs herein, and defendants say and charge the fact to be that said route had long theretofore been abandoned, never having been permanently located as aforesaid from said town of Luray as aforesaid, thence in a northwesterly direction between the Wyconda and Fox river and said routes as now located, constructed, and operated
292 from the town of Luray, as aforesaid, thence westward by way of Arbela and the court-house in Memphis, as aforesaid, had been adopted, surveyed, and considerable work and labor done thereon at the time of said consolidation, and the route so last aforesaid partially constructed was and is the only recognized route of said railroad, to wit, the Alexandria and Nebraska City Railroad Company, and which, by operation of law and by the terms of said several articles of consolidation, together with all and singular the said several acts of said contracting company in ratifying, approving, and confirming the same, became, was, and now is the only route and road of the said Missouri, Iowa and Nebraska Railway, now defendant.

Defendants further state it is true, as alleged in plaintiffs' petition, that upon the petition of citizens of Scotland county, Missouri, the said William Dawson, David B. Cooper, and James E. Marquis were then and afterwards, and at the time of the filing of plaintiffs' said petition herein, the duly elected, commissioned, and acting justices of the county court of said county of Scotland and State of Missouri, and while so sitting as said county court, and upon said petition of said citizens, as aforesaid, made and entered upon the records of said county court, aforesaid, the order
293 and decree in said case as is in said petition of said plaintiffs, in words and figures set forth in that said court, did soon after the date of said order, and before the institution of this suit by its duly appointed agents for that purpose, subscribe for said two hundred thousand dollars of stock in the said Missouri, Iowa and Nebraska Railway Company, and enter said subscription upon the books of said company according to and in pursuance of the said terms of said order of said county court; that said bonds, with interest coupons attached to each of them, were issued as in said order named, were duly signed by the presiding officer and clerk of said court, and placed in the hands of Charles Metz, Esq., def't, the trustee in said order made. But defendants say that they have no knowledge or information sufficient to form a — as to when said bonds were — at the time of the institution of this suit. Defendants respectfully deny that the whole of said order and proceedings, and any act, order, or part thereof, by the said county court, as also the act of said Gavin in subscribing said subscription in the books of said company, were done without warrant or authority of law.

Defendants further deny that said Missouri, Iowa and Nebraska Railroad Company, without warrant or authority of law, previous to the institution of this suit, abandoned the line of their said

road located, as aforesaid, in the direction of Bloomfield,
294 Iowa, as aforesaid, or that said route is in the direction of Bloomfield was agreed upon and adopted by the said Iowa Southern Railroad Company, and the said Alexandria and Nebraska City Railroad Company, the constructing parties in their said articles of consolidation, or that the same was done without warrant or authority of law, or that the same was done in pursuance of the terms, stipulations, and conditions of said order of said Scotland county court, or of the proceedings of the said county court, or any of them, were done or had for this purpose, or in pursuance thereof, or that previous to the institution of this suit, or at any time, said defendant changed the line of their said road railway as in said petition described, so as to change the general direction of said road in any particular than as the same was contemplated and stipulated in said thirteenth article of the said articles of consolidation, and def'ts aver that the line and general direction of said railroad through the said county of Scotland, and State of Missouri, is, as was contemplated in part by said constructing parties previous to the time of and ever since the adoption and ratification of said articles of consolidation by said companies, that the said route had been surveyed, located, and partially (from a point at or near the said town of Luray, in said Clark county, Missouri, in a westerly direction to the town of Arbela, in Scotland county, Missouri, being in
295 the same general direction of the town — Memphis, and almost on the identical ground on which defendants have since built, and are now operating said railroad by way of Memphis to Centerville, in Appanoose county, Iowa, the terminus prescribed in said article thirteen of the said articles of consolidation,) previous to the said 2d day of May, A. D. 1870, time of said consolidation, and after the abandonment of said northwesterly line described by said pl'ff, in their said petition, and that said northwesterly line, so described by plaintiffs, was not and could not have been the route contemplated, if any special route was so by said contracting parties contemplated in said thirteenth article of said contract of consolidation. Defendants specifically deny that it was the object, and only object, of said county court, at the time issuance of said bonds, and at the institution of the suit, that said railroad company were to have the proceeds of the sale of said bonds applied to the payment of the work and labor done, had, and performed upon the line of said road in Scotland county, as said plaintiffs charged illegally and without authority of law, located by way of the town of Memphis and court-house aforesaid, or that said bonds were issued by said county court, and received by said company for that purpose and no other, or that the same was the sole or any part of the consideration for the change of said route by way of Memphis, as aforesaid. Defendants further say that it is true that two-thirds of the legal and qualified voters of said
296 county of Scotland had not at the time of said subscription, nor have they ever since, assented thereto at a regular or special election had therein for that purpose; but defendants say that at the time the petition was filed, and at the time said

order was made by said county court, (in said petition of plaintiffs recited,) the same was all done under and by virtue of an act of the Legislature of the State of Missouri, incorporating the Alexandria and Bloomfield Railroad Company, approved February 9th, 1877, granting, by the provisions of setion ten thereof, to said Alexandriand Bloomfield Railroad Company the proceedings, rights, and immunities which were granted by the Legislature to the North Missouri Railroad Company by an act entitled an act to incorporate the North Missouri Railroad Company, approved March 3d, 1851, and by the 12th section thereof, exempting the stockholders of said Alexandria and Bloomfield Railroad from the operations of sections nine and ten of the act entitled an act to authorize the formation of railroad associations, and to regulate the same, approved December 13th, 1855. And defendants say that by the provisions of said section fourteen (14) of the act of the General Assembly of the State of Missouri, approved March 3d, 1851, and entitled, as aforesaid, an act to incorporate the North Missouri Railroad, and which
297 was part of the privileges, rights, immunities of the said Alexandrira and Bloomfield Railroad, as aforesaid, it was provided as follows, to wit: It shall be lawful for the county court of any county in which any part of the route of said railroad may lie to subscribe to the stock of said company, and it may invest its funds in the stock of said company, and issue the bonds of said county to raise the funds to pay the stock thus subscribed, and to take all proper steps to protect the interest and credit of said county, such county court may appoint an agent to represent the county, vote for it, and receive its dividends; and any incorporate city, town, or incorporate company may subscribe to the stock of said railroad company, and appoint an agent to represent its interest, give its vote, and receive its demands, and may take proper steps to guard and protect the interest in such city, town, or corporation. And defendants say that all said rights, privileges, and immmunities so granted, as aforesaid, to said North Missouri Railroad Co., and by said act of the Legislature, approved
298 as aforesaid, February 9th, 1857, incorporating and transmitting to the Alexandria and Bloomfield Railroad Company the same privileges and immunities, and the said acts and articles of consolidation so as aforesaid ratified, approved, and confirmed, transmitted to and reposed in the said Missouri, Iowa and Nebraska Railway Company as fully and entirely as the same was by said legislature vested in said North Missouri Railroad Company all the rights, privileges, and immunities vested, created, and perpetuated in said section 14 of said act, approved March 3d, 1851; and defendants say that under and by virtue of the powers, privileges, and immunities, all and singular, said acts of said citizens and voters, said county court, said agent and justices was fully acthorized by law in the premises. Defendants further state that the said route, in a westerly direction from the town — Luray as aforesaid, by way of Memphis, was adopted because chiefly of its economy in
299 construction and successful operation by overcoming natural objections in point of business locations and otherwise, and

that said direction of said railroad had been adopted by and partially graded and constructed under the original organization prior to the consolidation, and the said westerly route last adopted and partially constructed was the one contemplated in said articles of consolidation, and the subsequent solemn ratification of said consolidated companies' intent and understanding of said parties, and by the language of said 13th article, adopted, ratified, and intended said last described route, so far as the same had — that time been permanently — ; thence by the nearest and most practicable route to Centreville, in Appanoose county, Iowa, as the route for said railroad, and is the one upon which the same is now operated.

Defendants further answering says, that plaintiffs although citizens of said county of Scotland, have no rights as such individuals for the remedies they seek to obtain in their said bill and petition, and ought not therefore maintain their action herein.

300 That said two hundred thousand dollars of bonds with the unpaid coupons thereto respectively attached and made part thereof, and only part of which are now past due, have all been (in pursuance of said petition of said citizens so presented to said court as aforesaid, and the subsequent action of said county court then and thereafter made in that regard of the said completion and operation of the said road of said Missouri, Iowa and Nebraska Railway Company, as stipulated in said order and proceedings of said county court and the statute in such case made and provided) surrendered to said Missouri, Iowa and Nebraska Railway Company by defendant, Charles Metz, trustee, as aforesaid; that said bonds, as defendants' herein, have all been lithographed and sold to, and are held by parties to the defendants now unknown; that all and singular the actions, orders, decrees, construction, operation, and hypothecation and sale of said bonds and coupons are and

301 have been done by defendants, and each of them in good faith.

And defendants having fully answered, pray to be dismissed with costs.

BIRCH & MACKEY,
Att'ys for Defendants.

Filed March 21st, 1873.

CHA'S S. MARTIN, *Clerk.*

And afterwards, to wit, on the 22d day of April, A. D. 1873, at a circuit court continued and held at the court-house in the town of Memphis, in said county, before Hon. E. V. Wilson, judge, the following, among other proceedings, were had, to wit:

LEVI J. WAGNER *et al.*,
vs.
CHARLES METZ *et al.*

At this day comes the said plaintiffs, by their attorneys, and file their application for a change of venue in this cause, which application is heard by the court.

LEVI J. WAGNER *et al.*,
vs.
CHARLES METZ *et al.* } Injunction.

At this day comes said parties by their attorneys, and the
302 application for a change of venue coming on to be heard, on motion the same is submitted to the court, and the court after hearing said application, doth award a change of venue of this cause to Shelby county. It is therefore ordered by the court that the venue of this cause be awarded to the county of Shelby. And it is further ordered that the clerk hereof make out a full, true, and complete transcript of the record and proceedings had in this court in relation to this cause, and transmit the same duly certified, together with all the original papers in this cause and not forming a part of the record hereof, to the clerk of the circuit court of said county of Shelby, in the State of Missouri.

STATE OF MISSOURI, *County of Scotland:*

I, Charles S. Martin, clerk of the circuit court within and for said county of Scotland, do certify that the above and foregoing pages contain a full, true, and complete transcript of the record and
303 proceedings had in this court in relation to the above cause, entitled Levi J. Wagner *et al.* against Charles Metz *et al.*, as fully and completely as the same appears of record and on file in my said office.

In witnes whereof, I have hereunto set my hand and the seal of said court, done at my office in Memphis, at the county aforesaid, on this 24th day of May, A. D. 1773.

[SEAL.] CHARLES S. MARTIN, *Clerk.*

Upon the back of the foregoing instrument is endorsed the following:

Filed June 4th, 1873.

L. DOBBIN, *Clerk.*

And afterwards, on the 4th day of June, 1873, there was filed in the office of the clerk of the circuit court of Shelby county, Missouri, the following:

In the Scotland County Circuit Court, Missouri.

Application before E. V. Wilson, Judge 4th Judicial Circuit, Missouri, at Chambers, at Waterloo, Missouri, September 21st, A. D. 1771.

LEVI J. WAGNER, JACOB M. JOHNSON, CHARLES FALKER, JAMES M. Gordon, and Joseph Sparks, Pl'ffs,

against

MISSOURI, IOWA and NEBRASKA CITY RAILWAY COMPANY, CHARLES Metz, James S. Fullerton, William Dawson, David B. Cooper and James E. Marquis, Def'ts.

304 The parties appear before me, on the 21st day of September, A. D. 1871, by their attorneys, and plaintiffs present

their application for injunction against defendants as set out in their petition. Whereupon said parties, by their attorneys, agree that the hearing of said application be continued until the next term of the said Scotland circuit court, and that the same shall be disposed of during said term, that is said application to be granted or refused, and that I shall or may issue a restraining order against said defendants, as prayed for in said petition until the granting or refusing said application, said parties by their said attorneys, agreeing also to waive all objections to said continuance and restraining order, on account of irregularity or otherwise, which said agreement is in writing and duly signed by the said parties, by their
305 said attorneys also, and in my possession, wherefore it is ordered by the undersigned, that the said def't, Metz, be restrained from delivering the bonds delivered to him to be delivered to the defendant, Missouri, Iowa and Nebraska Railway Company, or their agents or assigns, or any of the coupons attached thereto, and that said defendants, Dawson, Cooper, and Marquis, be restrained from further acting as the county court of said county of Scotland, or as justices thereof in regard to the subscription of stock in said railway company, or with reference to said bonds or coupons attached or the payment of any part thereof, and that said Fullerton be restrained from paying said bonds or coupons, or any part thereof, and that said company be restrained from receiving said bonds or coupons, or any part thereof, from said Metz, until the Scotland circuit court aforesaid, and until said application is either granted or refused by me as agreed between said parties. This restraining order to be in force until the granting or refusing of the application as aforesaid.

September 21st, A. D. 1871.

306

E. V. WILSON,
Judge 4th Judicial Circuit, Mo.

And upon the back of the said instrument is the following:

Served this notice by delivering a true copy of same to Charles Metz and by leaving a true copy of same at the office, in Memphis, of M., I. & N. R. R. Co., for H. W. Peck, with a white person over fifteen years of age. Done in Scotland Co., Sept. 25th, 1871.

W. D. SIGLER, *Sh'ff.*

Filed June 4th, 1873.

L. DOBBIN, *Clerk.*

In the Shelby County Circuit Court. Nov. Term, 1873, Nov. 26th, 1873.

LEVI J. WAGNER *et al. vs.* CHARLES METZ *et al.*

Now at this day come the parties to this cause by their attorneys, whereupon, by agreement, this cause is continued.

And afterwards, to wit, on the 26th day of May, 1874, the following proceedings was had:

In the Shelby County Circuit Court. May Term, 1874, May 26th, 1874.

307 LEVI J. WAGNER *et al. vs.* CHARLES METZ *et al.*

Now at this day comes the parties to this cause by their attorneys; on motion of defendant's att'y, it is ordered by the court that he have leave to withdraw his answer filed in this cause. Whereupon def'ts file their demurrer to pl'ffs' petition, after being considered by the court is taken under advisement.

And afterwards, to wit:

In the Shelby County Circuit Court. May Term, 1874, May 28th, 1874.

LEVI J. WAGNER *et al. vs.* CHARLES METZ *et al.*

Now at this day comes the pl'ffs, by James G. Blair, their att'y, and defendants, by A. J. Boker, Esq., att'y, whereupon def'ts file their demurrer to pl'ffs' amended petition.

Which said demurrer is in words and figures as follows, to wit:

308 In the Circuit Court of Shelby County upon Change of Venue from the Circuit Court of Scotland county, Missouri.

LEVI J. WAGNER, JACOB M. JOHNSON, CHARLES FALKER, JAMES M. Gordon, and Joseph Sparks, Pl'ffs,

vs.

MISSOURI, IOWA AND NEBRASKA RAILWAY COMPANY, CHARLES METZ, James S. Fullerton, William Dawson, David B. Cooper, James E. Morgan, Defendants.

The defendants, the Missouri, Iowa and Nebraska Railway Company, for itself, demurs to the plaintiffs' petition, for the following grounds of objection, to wit:

1st. The said petition does not state facts sufficient to constitute a cause of action in this. 1st, that by pleading the charter of the Alexandria and Bloomfield Railroad Company, approved February 9th, 1857, the petition brings to the notice of this court all the provisions of said charter as contained in said act, entitled an act to incorporate the Alexandria and Bloomfield Railroad aforesaid, as also all the provisions of an act entitled an act to incorporate
309 the North Missouri Railroad Company, approved March 3d, 1851, so far as the same are applicable to said Alexandria and Bloomfield Railroad agreeably to the 10th section of the said act incorporating said Alexandria and Bloomfield Railroad Co., whereby the county court of Scotland county was authorized to make the subscription to the stock of said Alexandria and Bloomfield Railroad.

2. By pleading the act of the General Assembly of the State of Missouri, approved February 19th, 1876, and the action of the Alexandria and Bloomfield Railroad Company thereunder, the plaintiff

shows to the court that the name of said company was properly and lawfully changed to and became the Alexandria and Nebraska City Railroad Company.

3d. By pleading the fact of consolidation of the said Alexandria and Nebraska City Railroad with the Iowa Southern Railway Company under the name of the Missouri, Iowa and Nebraska Railway Company, the plaintiffs show that said consolidation was
310 lawfully made, and that the Missouri, Iowa and Nebraska Railway Company was and is the lawful name of said consolidated company, and that all the right, privileges, and immunities conferred upon the said Alexandria and Bloomfield Railroad Company by its said charter, including the right of the said county court to subscribe to the capital stock thereof, passed to and vested *eo vestigo temporis* in the Missouri, Iowa and Nebraska Railway Company.

4th. It does not state any facts from which it appears that the subscription made, as the same is in said petition alleged to have been made, by said county court to the capital stock of said Missouri, Iowa and Nebraska Railway Company was unlawful.

5th. It does not state any facts showing that the alleged abandonment of the line of said railroad and the adoption of a new route, and the locating and constructing the road thereon, as the same is set out and pleaded in said petition, was without authority of law and was or is illegal.

6th. It does not state any facts to show any interest in the
311. plaintiffs which entitled them to call in question the lawfulness or unlawfulness of the abandonment of said first-adopted route and the adoption of said last-named route, nor does it state any facts to show that such change in any manner affected the interests of the said pl'ffs or of said county of Scotland injuriously, nor that said alleged change of route in any manner affects the lawful character of the said subscription, as alleged to have been made. Second, said petition contains no equity entitling the plaintiffs to the relief prayed for, nor to any relief in the premises.

A. J. BAKER & F. T. HUGHES,
Att'ys for Def't.

Upon the back of the said demurrer is the following endorsement:

Filed May 26th, 1874. L. Dobbin, clerk.

And afterwards, on the 2d day of June, 1874, the following proceedings were had:

In the Shelby County Circuit Court May Term, 1874, June 2d, 1874.

312 LEVI J. WAGNER *et al.*

vs.

CHARLES METZ, THE MISSOURI, IOWA AND NEBRASKA RAILWAY COMPANY *et al.*

This cause coming on to be heard upon the amended petition of

plaintiffs, and the demurrer thereto filed by the defendant, the Missouri, Iowa and Nebraska Railway Company, the other defendant having failed to answer or demur to the amended petition, it is ordered that the material facts stated therein be taken as confessed as to such defendants making default, and after argument of the legal points involved in the cause and raised by said demurrer, and the court being fully advised thereon, it is ordered that the demurrer be, and the same is hereby overruled; and the defendant declining to make further answer, but electing to stand on the demurrer, it is therefore considered, ordered, and adjudged that the defendant, Charles Metz, be restrained and enjoined from delivering to the Missouri, Iowa and Nebraska Railway Company, or to any other person or persons for said company, the bonds
313 of Scotland county described in plaintiffs' petition, or any of said bonds; and it is further ordered and adjudged and decreed that said Charles Metz produce any and all of said county bonds now in his possession before this court on the first day of the May term of this court, A. D. 1875, that the same May be canceled; and it is further considered, adjudged, and decreed that the defendant, The Missouri, Iowa and Nebraska Railway Company, be restrained and enjoined from recovering from said Charles Metz, or from any other person or persons acting as agents for said county of Scotland, the bonds in the petition described, or any of said bonds; and it is further considered, adjudged, and decreed that all of the bonds in the petition described are void, by reason of the want of legal authority in the county court of Scotland county to subscribe to the capital stock of said Missouri, Iowa and Nebraska Railway Company, and to issue said bonds in payment therefor, and it is therefore ordered, adjudged, and decreed that said
314 Missouri, Iowa and Nebraska Railway Company cause all of said bonds in the petition described, and now in the possession of said company, its servants, employees, agents, or attorneys, to be produced before this court on the first day of the May term thereof, 1875; and it is further considered that the plaintiffs do have and recover of the defendant, The Missouri, Iowa and Nebraska Railway Company, their costs in this suit expended, and that they have thereof their writ of execution, the issuing of which is stayed until the November term, 1874.

And afterwards, on the 22d day of June, 1874, the following proceedings were in the circuit court of the county of Shelby, and State of Missouri, at the May term thereof, 1874:

In the Shelby County Circuit Court, May Term, 1874. June 22d, 1874.

LEVI J. WAGNER *et al. vs.* CHARLES METZ *et al.*

315 Now at this day comes the defendant, The Missouri, Iowa and Nebraska Railway Company, by its attorney, and files its motion, praying the court to set aside the judgment and grant a

new trial in this cause, which being considered by the court is overruled.

Whereupon def't files its bill of exceptions to the ruling of the court, and asks that it be signed by the court, and be made a part of the record in the case.

Which said bill is in words and figures following, to wit:

LEVI J. WAGNER *et al. vs.* CHARLES METZ *et al.*

Be it remembered that the above cause coming on to be heard upon the motion of the defendant, The Missouri, Iowa and Nebraska Railway Company to set aside the judgment herein, which said motion is in the words and figures following, to wit:

In the Shelby County Circuit Court.

LEVI J. WAGNER *et al. vs.* CHARLES METZ *et al.*

316 The defendant, The Missouri, Iowa and Nebraska Railway Company, moves the court to set aside the judgment and decree herein, and, upon a rehearing of said cause, to render a judgment sustaining the demurrer of this defendant and in favor of this defendant against pl'ffs for costs, for the following reasons:

1st. Because the court erred in deciding that the bonds were void, for want of authority in the county court to make the subscription and issue the bonds.

2d. The court erred in restraining def't, Charles Metz, from delivering said bonds to this defendant.

3d. The court erred in restraining this defendant from issuing said bonds.

4th. The court erred in ordering said bonds to be produced for cancellation.

5th. The court erred in overruling defendants' motion to set aside the decree.

5th. The court erred in deciding the legal questions arising on the demurrer.

A. D. BAKER,
Att'y for Def't.

317 The court overruled said motion, to which opinion and decision of the court the said defendant excepted, and prays that this, his bill of exceptions, may be seen, signed, sealed, and made a part of the record, which is done accordingly.

JOHN T. REDD, *Judge.* [SEAL.]

STATE OF MISSOURI, }
County of Shelby, } *ss:*

I, John J. Bragg, clerk of the circuit court within and for the county of Shelby, and State of Missouri, do hereby certify that the above and foregoing instrument of writing is a true and perfect copy of the record and proceedings had in the cause therein named as fully and completely as the same appears of record and on file in my office.

In witness whereof, I have hereunto set my hand and affixed the seal of said court hereto, at my office, in the city of Shelbyville, Mo., this April 18th, 1878.

[SEAL.] JOHN J. BRAGG, *Clerk.*

318 Which evidence of the defendant the court excluded, to which ruling of the court the defendant, at the time, then and there excepted.

The defendant then offered in evidence the deposition of William Hill herein filed April 22d, 1879, for the purpose of showing that by the testimony of the plaintiff divers and sundry of the instruments sued on were owned by other persons in said deposition named, and that plaintiff paid no valuable consideration for the coupons sued on, and as the foundation of the evidence that the persons whom the plaintiff in his deposition named as owners had notice of the pendency of the injunction suit, as set forth in the fourth count of defendant's answer, and in the record of said cause of Wagner *et al. vs.* Metz *et al.*, previously offered by defendant; that one-half of aforesaid instruments were countersigned and delivered by Charles Metz in September, 1871, and the remaining half

319 in December, 1871, which said deposition of William Hill is in the words and figures following, to wit:

Deposition of Wm. Hill.

In the Circuit Court of United States for the Eastern District of Missouri.

WILLIAM HILL, Plaintiff.
against
THE COUNTY OF SCOTLAND, State of Missiouri, Def't.

Deposition of witnesses produced, sworn, and examined before me, a notary public, at my office, in the city of Alexandria, county of Clark and State of Missouri, on this 19th day of April, A. D. 1879.

WILLIAM HILL being by me first sworn to testify the whole truth, touching the matter in controversy, deposes as follows:

William Hill, of lawful age, sworn says:

I am plaintiff in this case; live in Warsaw, Hancock county, Illinois; lived there about thirty years; Warsaw, Illinois, is on the opposite — of the river from Alexandria, Clark county, Missouri, through which, to wit, the Missouri,

320 Iowa and Nebraska Railway now runs. I have been engaged in the banking business as president of the First National Bank of Warsaw, Ill., since its organization in 1864. I was a stockholder in the Iowa Railroad Contracting or Construction Company. I was a stockholder in said company at the time of its organization. I was not present when said company was organized, neither did I assist in organizing it. I do not recollect where its principal place of business was, but think it was at Centerville, Iowa, the termination of the road. None of the busi-

ness of said company was done through our bank, except they drew their drafts on the treasurer of the company in New York, and *the* cashed them. There was no meetings of the board or members of said company held in the rooms of the bank.

Ques. Are you related to Henry Hill? If so, state how.

(Objected to by plff's att'ys as incompetent and immaterial.)

Ans. I am a brother to Henry Hill.

321 Ques. Where has Henry Hill resided since 1869?

(Objected to, same reason as above, by plff's att'ys.)

Ans. He has resided in Warsaw, Illinois.

Ques. Is he a member of the First National Bank, of which you are president?

(Objected to as same as above.)

Ans. He is a director in the bank, and has been ever since its organization, but has never taken any active part in directing the business of the bank. He has been railroading and I have been banking.

Ques. Was Henry Hill a stockholder or director in the Iowa Contracting Company?

(Objected to as incompetent and irrelevent.)

It is agreed by and between the att'ys for both plaintiffs and def't present that objections to questions and answers in the taking of these depositions may be raised before the court without objections being noticed when questions are asked.

(N. T. CHERRY, *Notary.*)

Ans. I think he was.

Ques. What office did he hold in said company?

322 Ans. I do not know whether he was supt. of it or not. I do not know what office he held in said company. I could not say that he held the principal office. The principal office and stockholders of said company was in New York, and the principal business of said company was done in New York. I could not say whether Henry Hill or Gen. Drake was at the head of the company, but it was one of the two men. Henry Hill done most of the business with me. My business required my attention all the time. I had the general control and management of the business of the bank. I am not a member of the Missouri, Iowa and Nebraska Railway Company; I never have been, and I have never been a stockholder.

I own eighteen Scotland county bonds, issued in aid of Missouri, Iowa and Nebraska Railroad. I cannot state the numbers. I can state one, it is number four.

The coupons sued on in this suit in which I am interested came from these 18 bonds. I do not remember the number of

323 coupons sued on that I am personally interested in, nor the number of the bonds, but the amount I am personally interested is over $4,500 dollars, not including interest on coupon. I

cannot state of whom I bought each bond, but the most of them have been purchased in the last three years.

The most of them have been bought of Gaylord, of St. Louis, and Lobey & Co., of New York, bankers; bought from Gaylord & Co. 15 to 20 thousand, from Lobey & Co. from 30 to 40 thousand. I do not own all of these bonds now, only own the eighteen referred to. I own a few of the coupons which were not detached from the bonds. I own, I think, about nine hundred dollars; in fact, I only own one-half of the nine hundred, having sold half of them to Geo. S. Knox, of Warsaw, Ill.

I bought those coupons within the last two years; I think about a year ago: I think I purchased them from Gaylord, of St.
324 Louis, above referred to; am not certain. I hold the coupons detached from the 18 bonds above named, and the other coupons, about 450 dollars, I hold *hold* in my own individual right.

Ques. What amount did you pay Gaylord & Co. for these bonds?

Ans. I paid about $500 for each bond?

Ques. What did you pay Tobey & Co.?

Ans. I paid them about the same; some few at as low as 45 cents on the dollar. The coupons went with the bonds. I do not know that I bought any bonds from anybody else.

Ques. Has the bank dealt in these bonds?

Ans. It has; they own some now; have not bought or sold any for some time; the bank owns now, I think, 27 bonds, with all coupons, attached or detached, that belongs to them. The proportion of the coupons sued on belonging to the bank is from eleven to 12 thousand dollars. The bank purchased the bonds mostly, I think, from Tobey & Co., of New York; I do not know who the bonds came from to Tobey & Co. Geo. S. Knox owns, I
325 think, 16 bonds and coupons detached therefrom, which are included in this suit, amounting to about 43 hundred, in addition to his half interest above referred to.

C. H. Mellon, I think, owns 14 bonds; he has about the same proportion of coupons sued on, amounting to about $3,300.

Jas. B. Dodge, I think, owns four bonds, and has about the same proportion of coupons sued on, amounting to something like nine to ten hundred dollars.

Thos. B. Hill, of St. Louis, Mo., has four bonds, I think, and has about the same interest with J. B. Dodge.

Henry Hill has, I think, 16 bonds, and is interested in this suit about $4,300.

Zeno Secer & Co., of New York, Government contractors, I think, own nine bonds, interested in this suit to about $2,500.

Wm. H. Gebbeard, of New York, capitalist; I think he has about nine bonds, and is interested in this suit about same as Secor & Co., $2,500.

A. B. Stone, of New York, capitalist, has, I think, 5 bonds, and is interested in this suit about $1,200.

326 These are all the bonds that I represent that I can now remember.

Not having time to complete the taking of these depositions, the further taking of same was continued by agreement till Monday, 21st, 1879.

MONDAY, *April 21st*, 1879.

Plaintiff appearing in person and by his att'y, F. T. Hughes, and def'ts by their att'y, Sam. G. Burch, proceeded with the deposition of Wm. Hill.

Qu. Have you the number of the bonds filed in this suit from which the coupons sued on were detached?

Ans. I have them; they are numbered 4, 10, 11, 12, 38, 78, 79, 80, 88, 90, 92, 135, 136, 137, 160, 161, 167, 166.

The above bonds are my own, coupons amounting to $4,160 of the above bonds in this suit; I own $400 in coupons sued on and detached from bonds numbers 53, 55, 128, 129, 130.

George S. Knox owns bonds numbered 6, 25, 26, 27, 29, 30, 35, 36, 37, 44, 45, 46, 71, 163, 167.

These extra coupons detached from other bonds numbered 52, 54, 55.

327 First National Bank owns bonds numbered 57, 63, 64, 65, 66, 67, 68, 69, 70, 75, 81, 82, 85, 93, 97, 98, 138, 139, 140, 141, 142, 178, 179, 187, 188, 189, 90, coupons sued on amounting — $11,200.

Ques. Can you tell when the bonds sued on were delivered?

Ans. I can't tell; I find the bond I now have, number 4, was dated September 1st, 1870, and purports to have been delivered — Charles Metz 20th day of September, 1871.

It is agreed by the attorneys for pl'ff and def't that the whole number of bonds (200) were dated September 1st, 1870.

Chas. H. Mellon owns bonds numbered 16, 17, 18, 39, 40, 56, 101, 102, 103, 104, 105, 106; coupons in suit detached from the bonds amount to $1,440.

Jas. B. Dodge owns bonds numbered 173, 174, 175, 176; coupons in suit amount to $1,920.

Thos. B. Hill owns bonds numbered 32, 33, 34, 153, 154, 155, 156, 157; coupons in suit amounting to $1,280.

Henry Hill owns bonds numbered 5, 61, 76, 77, 84, 89, 133,
328 134, 158, 159, 164, 165, 177; coupons in suit amounting — $3,680.

Zeno Secor & Co., New York, owns bonds numbered 7, 8, 9, 99, 191, 192, 193, 194, 195, coupons in this suit amounting $2,880.*

Wm. H. Geheard, New York, owns bonds numbered 13, 14, 15, 100, 196, 197, 198, 199, 200; coupons sued on amounting — $2,880.*

N. B. Stone, New York, owns bonds numbered 2, 3, 145, 146, 147, 1, 86; coupons sued on amounting to $1,840.*

I can not give now the numbers of the bonds purchased by Gay-

*The coupons belonging to Stone, Gebheart, and Secor were sent to me for collection by them is the reason why, I suppose, they own them.

lord & Co., but could by referring to my books at the bank in Warsaw. I have a record thereof in the book of time purchased and who from. I cannot give a day or date of the purchase of any of them. All the bonds that I have given numbers of, except those owned by Secor, Gebheart, and Stone, I purchased them individually within the last 3 years, as near as I can remember, and they are now in
329 my possession. I can fix the dates of each purchase of them in this way. I bought them all after Judge Dillon's decision in the case of Thomas against Scotland County on coupons of same series of bonds as these and before the decision of the Supreme Court of United States in the same case. I am not certain that I bought all from Tobey & Co. and Gaylord & Co.; think I bought some from parties in Cleveland, Ohio, but I do not remember the names. I do not think I bought of any other parties that — now remember. I can not say what I paid for all the bonds. I bought them with other bonds, and necessarily counted them worth about 50 cts.

I do not know the numbers of the bonds in which coupons are sued on in this suit, except the parties given heretofore.

I bought them all, but I knew where they were going at the time I bought them.

Ques. At the time of the purchase of the bonds represented in this suit was you aware, or did you know, that there had
330. been a suit begun in the Scotland county court, L. J. Wagner and others against the Missouri, Iowa & Nebraska Railway Company, Charles Metz, and others, to restrain Charles Metz from delivering the bonds to the Missouri, Iowa & Nebraska Railway Company and the said company from receiving the same?

Ans. I did not know of such suit.

Ques. Did not Henry Hill tell you that there was such a suit pending in Shelby county circuit court, taken by change of venue from Scotland county, and taken from the Shelby circuit court to the supreme court of the State of Missouri, and was there pending at the time of the purchase of these bonds?

Ans. I have no recollection of his ever saying anything to me about it; my first knowledge of thesuit was, when I met Mr. Baker at Glenwood, Mo., in the early part of the spring, or late in the winter just past or 1879.

Ques. I will ask you if you had not more inquiry regarding suits pending about these bonds before you purchased them?

331 Ans. Nothing further than the case pending in the United States court.

Ques. Did you hear before you purchased the bonds, from which the coupons in this suit are detached, of an application by injunction to Judge Wilson, at chambers in Monticello, Lewis county, Missouri, to restrain Charles Metz, trustee of Scotland county, from delivering the Scotland county bonds to the Missouri, Iowa and Nebraska Railway Co.?

Ans. I think I heard of such an application for injunction suit; I do not remember who told me; I do not think I talked to the atty's of the Missouri, Iowa and Nebraska Railway about it; my recollec-

tion is that the application was refused by the court, and I supposed that was the end of it, and never know any difference till the conversation with Baker refered to above.

Ques. Have you not talked with Henry Hill frequently about this pending.

Ans. I have no recollection of talking to anybody about it; do not recollect how I heard it.

Ques. State whether or not you did not hear in connec-
332 tion that a suit was filed by injunction in the circuit court of Scotland about the time, by the same time, for the purpose of restraining Metz, trustee, from delivering the bonds?

Ans. I have no recollection of hearing of that case.

Ques. Did you know or had you heard from any person, or otherwise, before the purchase of these bonds from which the coupons detached in controversy in this suit; that on the 11th day of September, 1871, that Levi J. Wagner and other citizens and taxpayers of Scotland Co., Missouri, as plaintiffs, instituted a suit or proceeding in the circuit court of Scotland county, Missouri, against Chas. Metz, in whose hands the bonds and coupons had been placed, William Dawson, David B. Cooper, and James E. Marquis, justices of the county court of said *said* Scotland county, James S. Fullerton, and the Missouri, Iowa and Nebraska Railway Company as
333 defendants, the object of *of* said suit or proceeding was to enjoin and restrain said Charles Metz from delivering said bonds and coupons to said Missouri, Iowa and Nebraska Railway Company to prevent the sale and delivery of said bonds to outside parties to have said bonds declared null and void, and to have the same delivered into court and canceled and destroyed.

Ans. I will say that at the time I bought these bonds I did not know of such a suit; if I had ever heard of it I had forgotten it; I do not now recollect that I ever heard of the suit referred to until I was told by Mr. Baker, as before stated. I never heard of such a suit pending in the Shelby county
334 circuit court. I never heard of such a cause pending in the supreme court of the State until I heard it from Baker, as before stated. I do not remember whether I was present in the bank at the time the first hundred thousand dollars of Scotland county bonds was delivered to the railway company by Chas. Metz. I have no recollection of it. I saw Chas. Metz over in Warsaw about the time I suppose these bonds were delivered. I do not know that any one ever told me what his business was at that time. I do not remember of Henry Hill ever telling me anything about Metz's business at Warsaw at that time, I know Metz stayed there over night. I do not think he stayed a week. I do not remember who told me. I presume I knew what he was there for at the time. I do not know who told me, or whether I was told by anybody. I do not know as a fact that the bonds were delivered by Metz in the bank, or that they ever were in the bank on or about that time; if that was a fact, and the bonds were in the bank, I presume I knew it at that time.

Ques. Did you know, or did you not know, that Mr. Metz was in

Warsaw at that time, or about the 21st day of September,
335 1871, to avoid the service of an injunction or other suit to restrain him from turning over the Scotland county bonds to the Missouri, Iowa and Nebraska Railway Company.

Ans. I do not know that he was there for that purpose. I do not know now, and *and* I do not know that I knew then.

Ques. State in what capacity has Henry Hill been acting in the Missouri, Iowa and Nebraska Railway since it was constructed to Memphis.

Ans. He has been acting as supt. since the construction of the road to Memphis in Sept. 21st, 1871, I think. The road was operated by the Construction Co. for a time. My impression is, that he has been supt. of the business of the road most of the time, and has lived in Warsaw, but is now living in Keokuk, Iowa. I have been on familiar terms with Henry Hill all the time. I do not think I have been in Memphis, Missouri, not exceeding a half a year — times since 1871.

James Flagherty has been treasurer of the road, and has lived until recently at Alexandria, Mo., and Warsaw, Ills.; I have known
336 him. John Nolker lives in Warsaw, Ill., is a member of the company; am well acquainted with him. Geo. S. Knox lives in Warsaw; was a member of the company a few years, two or three years ago, and may be a member yet, but I do not think he is. I do not think C. H. Mellen, The First National Bank, Gebheart, Stone, are now or ever have been members of the railway co.

Cross-examined:

Question. Did you buy these bonds in good faith, before their maturity, believing you were getting a good title to them, and that they were legal and valid obligations of Scotland county without any knowledge or information upon your part that any suit was then pending in any State court of Missouri to cancel said bonds or enjoin their delivery, or to otherwise declare them illegal and void?

Answer. I did. I purchased them for cash in the market, paying for them their market value at the time, and in the ordinary course of business.

WM. HILL.

Subscribed and sworn to before me, this 21st day of April, 1879.

N. T. CHERRY,
Notary Public.

337 COUNTY OF SCOTLAND, *State of Missouri*:

I, N. T. Cherry, a notary public within and for the county aforesaid, duly commission, do certify that in pursuance of an agreement by the att'ys of both plaintiff and defendant, came before me at my office in town of Alexandria, in the county and State aforesaid, William Hill, who was by me sworn to testify the whole of his knowledge touching the matter in controversy aforesaid. That he

was examined and his examination reduced to writing and subscribed by him in my presence on the 21st day of April, 1879, and his disposition is herewith returned. And I hereby certify that William Hill is a resident of the county of Hancock and Scott of Illinois.

Given at Alexandria, in the county of Clark, and State of Missouri, this —— day of April, A. D. 1879.

T. T. CHERRY, [SEAL.]
Notary Public.

Commissioned for a term ending March 12th, 1882.

338 Plaintiff objected to the evidence on the ground that the bonds were delivered to the railroad company before any injunction was issued, and that the bond is a legal act of the county, and valid in anybody's hands. The court sustained the objection. To which ruling of the court the defendant, at the time, then and there excepted.

The defendant then offered to prove by oral testimony that Henry Hill was the owner of some of the coupons sued upon in this suit, and that he had actual notice of the pendency of the injunction suit of Levi J. Wagner *et al. vs.* Charles Metz *et al.*, in the circuit courts of Scotland and Shelby counties, described in the fourth count of defendants' answer, and that said Henry Hill received the coupons referred to with notice of said suit. To which evidence plaintiff objected as before, and the court sustained the objection. To which ruling of the court the defendant then and there duly excepted.

Defendant then offered to prove that the Missouri, Iowa and Nebraska Railway Company (to whom the plaintiff alleged that the defendant issued the instruments sued on) had actual notice of the pendency of said suit of Wagner *et al. vs.* Metz *et al.*; to which
339 evidence plaintiff objected as before, and the court sustained the objection; to which ruling of the court the defendant then and there duly excepted.

Defendant then offered to prove that the Iowa Construction Company, a corporation organized under the laws of Iowa, had received these instruments from the Missouri, Iowa and Nebraska Railway Company with notice of the pendency of said suit. To which evidence the plaintiff objected, and the court sustained plaintiff's objection; to which ruling of the court the defendant, at the time, then and there excepted.

Defendant then offered to prove that Henry Hill, C. H. Mellen, James B. Dodge, Zene Secor, William H. Gebhart, H. B. Stone, Thomas B. Hilland, and James Tobey received the instruments sued on from the Iowa Construction Company, with notice of the pendency of aforesaid suit.

Which was objected to as before by the plaintiff, and the court excluded the same; to which ruling of the court the defendant then and there duly excepted.

Defendant again offered the record of the suit of Levi J. Wagner *et al. vs.* Charles Metz *et al.*, certified from the circuit courts
340 of Scotland and Shelby counties, in the State — Missouri,

which record was excluded by the court; to which ruling of the court the defendant then and there duly excepted.

Defendant then offered in evidence, with proof of its execution, a bond made by Henry Hill, as superintendent of the Missouri, Iowa and Nebraska Railway Company, and by F. M. Drake, president of the Missouri, Iowa and Nebraska Railroad Company, to Charles Metz, undertaking to indemnify him against loss or damage from the injunction suit of Levi J. Wagner *et al.*, in words and figures as follows, to wit:

"We, the undersigned, Missouri, Iowa and Nebraska Railway Company, hereby obligate and agree and bind ourselves, our heirs and assigns, to indemnify Charles Metz, of the county of Scotland, State of Missouri, against all damages, costs, expenses, etc., which the said Metz, as trustee for the county of Scotland aforesaid, to hold and deliver certain railroad bonds issued and placed in his hands by the county court of said county, may incur by reason of certain injunction suits now pending in the Scotland county circuit court, or by reason of any petition for injunction which may
341 be filed before Judge E. V. Wilson, in Clark county, Missouri, on Sept. 22d, 1871.

"In witness whereof, we have hereunto set our hands and seal this 21st day of Sept., A. D. 1871.

"MISSOURI, IOWA & NEBRASKA RAILWAY CO.,
"By F. M. DRAKE, *Pres't.*
"HENRY HILLS, *Sup't M., I. & N. R. R.*"

The court excluded said paper, marked A. To which ruling of the court the defendant, at the time, then and there duly excepted.

Defendant then offered to prove orally that William Hill, the plaintiff, and each and every preceding holder thereof, received the instruments sued on, with actual notice of the pendency of the aforesaid suit of Levi J. Wagner *et al. vs.* Metz *et al.*, which testimony was excluded by the court; to which ruling of the court the defendant, at the time, then and there excepted.

Defendant offered to prove orally by Charlas Metz, the agent named in the pleadings, that he had actual notice of the pendency of the aforesaid suit of Levi J. Wagner *et al. vs.* Metz *et al.* at the time that he delivered the instruments (described in the defendants' pleadings) to the Missouri, Iowa and Nebraska Railway Co., and offered to prove that the Missouri, Iowa and Nebaska
342 Railway Company, and each subsequent holder, received the instruments referred to in plaintiffs' petition, with actual notice of the pendency of the aforesaid suit of Levi J. Wagner *et al. vs.* Metz *et al.*, as set up in the fourth count of answer.

Objected to by plaintiff and objection sustained by the court; to which ruling of the court the defendant, at the time, then and there duly excepted.

This was all the evidence offered by defendant; plaintiff offered no further evidence.

The defendant requested the court to make a special finding of the facts in this cause.

The court stated that under the pleadings in said cause there were no facts which it was necessary to have specially found; to which ruling of the court the defendant, at the time, then and there duly excepted.

Afterwards, to wit, on the 23d day of April, A. D. 1880, defendant filed herein its motion for a new trial of this cause, in words and figures as follows, to wit:

Motion for New Trial.

343 In the Circuit Court of the United States for the Eastern District of Missouri. March Term, 1880.

WILLIAM HILL, Plaintiff,
vs.
THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.
No. 1287 and 1153. Consolidated.

Now comes the defendant, by its counsel, and moves the court to set aside the verdict of the court sitting as a jury and the judgment herein rendered, and to grant a new trial of this cause, for the reasons:

1st. The court erred in admitting, contrary to defendant's objections, illegal evidence offered by plaintiff upon the trial of this cause.

2d. The court erred in excluding competent and legal evidence offered by defendant upon the trial of this cause.

3d. The court erred in finding and declaring as the issue of law upon the trial of this cause that the issues tendered by defendant in the third count of its second amended answer to plaintiff's amended and consolidated petition were to be taken as *res adjudicata*, without hearing evidence thereon.

4th. The court erred in finding and declaring as an issue
344 of law upon the trial of this cause that the execution of the instruments of writing in plaintiff's amended and consolidated petition declared upon was confessed by defendants' second amended answer to plaintiff's amended and consolidated petition.

5th. The court erred in finding and declaring as an issue of law upon the trial of this cause that the execution of the bond numbered 5, offered in evidence by plaintiff contrary to defendant's objections, was confessed by defendant's second amended answer to plaintiff's amended and consolidated petition.

6th. The court erred in finding and declaring as an issue of law upon the trial of this cause that there — no issues of fact presented upon which the court sitting as a jury could make a special finding of facts, and in therefore refusing to make such special finding of facts as requested by defendant.

7th. The verdict of the court sitting as a jury was unsupported by and contrary to the evidence.

8th. The verdict of the court sitting as a jury was con-
345 trary to the law in such case made and provided.

HENRY A. CUNNINGHAM,
Att'y for Defendants.

Which motion, being submitted to the court by consent of the respective parties to the aforesaid cause, was, on said 23d day of April, A. D. 1880, overruled by the court; to which ruling of the court the defendant, at the time, then and there excepted.

Thereafter, on said 23d day of April, A. D. 1880, defendant filed herein its motion in arrest of judgment, in words and figures as follows:

Motion in Arrest of Judgment.

In the Circuit Court of the United States for the Eastern District of Missouri. M'ch Term, 1880.

WILLIAM HILL, Plaintiff, *vs.* THE COUNTY OF SCOTLAND, in the State of Missouri, Defendant.	Nos. 1287 and 1153. Consolidated.

Now comes the defendant, by Henry A. Cunningham, its atorney, and moves the court to arrest the judgment in this cause rendered, for the reasons— .

1st. Upon the record it is manifest that said judgment is erroneous.

346 2d. Plaintiff's amended and consolidated petition does not state facts sufficient to constitute a cause of action against this defendant.

3d. The judgment exceeds the amount which, under any circumstances, plaintiff could recover.

4th. In the judgment herein have been merged coupons which matured after the date — institution of the suits herein, and concerning which the court could not even by consent obtain jurisdiction.

5th. The verdict of the court, sitting as a jury, is not responsive to the issues made by the pleadings.

6th. The court, sitting as a jury, has not found upon the issues made by the pleadings.

H. A. CUNNINGHAM,
Att'y for Defendant.
WALDO P. JOHNSON,
Att'y for Def't.

Which motion, having been by consent of the respective parties to said cause submitted to the court, was, upon said 23d day of April, A. D. 1880, by the court overruled by the following order:

347 *Order.*

WILLIAM HILL, Plaintiff, } 1287.
vs.
SCOTLAND COUNTY, Defendant. }

This day come the parties hereto by their respective attorneys, and thereupon the defendant, by its attorneys, files its motion for a new trial herein, which motion being submitted to the court by consent of the respective parties to this cause, and the court having considered the same, it is now ordered that said motion be, and the same is, overruled; to which ruling of the court defendant excepts.

And thereupon the said defendant, by its attorney, files its motion in arrest of judgment in this cause, which being submitted to the court by consent of the respective parties to this suit, the plaintiff, by his attorneys, elects to remit the amount of the judgment, which is based upon coupons falling due after August 6th, 1878, and thereupon files his remittitur in the sum of eight thousand four hundred and sixty dollars and twenty-four cents, leaving said judgment to stand as and for forty-five thousand four hundred and ninety-one dollars. And thereupon said court overruled said motion in arrest, subject to defendant's exceptions. And it is further or-

348 dered that the plaintiff have leave to withdraw the said coupons in said suit which matured after said 6th day of August, 1878, uncanceled, with leave to again sue upon the same, which said coupons are as follows, to wit:

The 8th maturing coupons from bonds numbered 65, 106, 153, 10, 12, 78, 88, 80, 79, 164, 31, 64, 63, 66, 140, 139, 67, 98, 138, 141, 142, 189, 190, 188, 187, 179, 178, 68, 70, 69, 75, 84, 82, 93, 85, 57, 97, 101, 102, 104, 105, 16, 17, 18, 40, 39, 103, 56, 174, 175, 176, 173, 46, 71, 45, 14, 167, 163, 27, 29, 30, 35, 36, 37, 6, 25, 26, 166, 161, 135, 11, 162, 160, 137, 136, 92, 38, 90, 154, 33, 156, 32, 157, 155, 34, 84, 89, 76, 77, 159, 158, 134, 177, to all of which defendant at the time excepted.

To which ruling of the court the defendant at the time then and there excepted.

Wherefore defendant prays that this its bill of exceptions be signed and sealed and made a part of the record therein, which is accordingly done this the 13th day of May, A. D. 1880.

SAMUEL TREAT, *Judge.*

[SEAL.]

349 And afterwards, to wit, on the 15th day of April, A. D. 1881, the following further proceedings were had and appear of record in said cause, to wit:

Writ of Error and Citation Allowed and Signed. Bond Filed.

WILLIAM HILL, Plaintiff, } 1287.
vs.
SCOTLAND COUNTY, Defendant. }

Now comes the defendant by attorneys, and presents to the court a writ of error to remove this cause to the Supreme Court of the United States, and a citation citing and admonishing the said

plaintiff to be and appear at a Supreme Court of the United States on the second Monday of October next, which said writ of error is allowed, and said citation signed by the judge; and said defendant also presents to the court its bond in the penal sum — ten hundred dollars, which bond is approved and ordered to be filed.

Which said bond is in words and figures following, to wit:

350 Know all men by these presents, that we, ———, are held and firmly bound unto Wm. Hill, in the full and just sum of one thousand —, to be paid to the said Wm. Hill, — heirs, executors, administrators, or assigns to, which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents.

Sealed with our seals, and dated this 21st day of March, in the year of our Lord one thousand eight hundred and eighty-one.

Whereas lately, at the March term, 1880, of the circuit court of the United States for the eastern district of Missouri, in a suit depending in said court between Wm. Hill was plaintiff, and Scotland county was defendant, a judgment was rendered against the said defendant, and the said Scotland county, defendant, having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Wm. Hill, citing and admonishing him to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of October next.

Now the condition of the above obligation is such, that if the said Scotland County, defendant, shall prosecute said writ of error to effect, and answer all damages and costs if it fail to make good its said plea, then the above obligation to be void, else to remain in full force and virtue.

Sealed and delivered in presence of—

N. V. LESLIE. [SEAL.]
W. P. BROWNING. [SEAL.]

Approved by—

SAMUEL TREAT, *Judge.*

350½ STATE OF MISSOURI, *County of Scotland:*

I, Wm. H. Wine, assessor within and for the county of Scotland aforesaid, hereby certify that N. V. Leslie and W. P. Browning, whose genuine signatures appear upon the within and foregoing bond, are severally responsible in amounts as below stated over and above all liabilities and exemptions allowed by law, to wit, N. V. Leslie, five thousand dollars, ($5,000.00;) W. P. Browning, three thousand dollars, ($3,000.00.)

Witness my hand this 21st day of March, A. D. 1881.

W. H. WINE, *Assessor.*

STATE OF MISSOURI, *County of Scotland:*

I, W. W. Purmort, clerk of the county court of the county aforesaid, hereby certify that W. H. Wine, whose genuine signature appears attached to the foregoing certificate, is the duly commissioned and qualified assessor within and for said county.